MODERNIZATION AND RECONSTRUCTION OF HUNGARIAN-SERBIAN. RAILWAY CONNECTIONIN THE TERRITORY OFTHE REPUBLIC OF SERBIA, FOR SECTION NOVI SAD - SUBOTICA - STATE BORDER (KELEBIJA) ARCHITECHTURE
匈塞铁路塞尔维亚境内诺苏（含边境）段的现代化与改造

Subcontract for Extinguishers work of Section Novi Sad - Subotica - State Border (Kelebija) Architecture

诺苏（含边境）段通信信号站房与GSMR基站消防工程分包合同

Contract No.

合同号

Contractor: CRSC INTERNATIONAL CO., LTD. OGRANAK BEOGRAD

承包商：通号国际控股有限公司贝尔格莱德分公司

Subcontractor: SOL Engineering d.o.o.

分包商：SOL Engineering d.o.o.

This Subcontract is reached between:
分包合同在以下两方之间达成：

Contractor. 承包商
CRSC INTERNATIONAL CO., LTD. OGRANAK BEOGRAD, with the registered seat in Belgrade, Belgrade-Zemun, Majevička 2m, registration no:29507678, tax identification no:110760071, legally represented by Mr. Xu Yang, Legal representative of the branch office. (hereinafter also referred to as: "Contractor").
通号国际控股有限公司贝尔格莱德分公司 ，注册代码：29507678, Belgrade, Belgrade-Zemun, Majevička 2m，税号：110760071合法代表徐杨 以下 简称：承包商

Subcontractor.分包商
SOL Engineering d.o.o., with the registered seat in Belgrade, Belgrade – Voždovac Vojvode Stepe 30 no: 20083417, tax identification no: 108746796, legally represented by Dubravko Potkrajac (hereinafter also referred to as The "Subcontractor")
SOL Engineering d.o.o.，注册代码：20083417, 税号：108746796，注册地址Belgrade, Belgrade – Voždovac Vojvode Stepe 30，合法代表Dubravko Potkrajac（以下简称：承包商）。

(hereinafter also Contractor individually referred to as "the Party A" and Subcontractor as "the Party B)
（以下也分别称承包商为"甲方"，也统称分包商为"乙方"

Whereas 鉴于

1. Joint Venture CRIC-CCCC on July 7, 2018, together with the Ministry of Construction, Transportation and Infrastructure of the Republic of Serbia and Infrastructure of Serbian Railways Ltd. signed the "Commercial Contract for the Execution of Works on the Modernization and Reconstruction of the Hungarian-Serbian Railway in the territory of the Republic of Serbia, section Novi Sad - Subotica - State Border (Kelebija)" (hereinafter referred to as Commercial Contract);
2018年7月7日，中国铁路国际有限公司与中交集团联营体与塞尔维亚共和国建设、交通和基础设施部、塞尔维亚铁路基础设施有限公司签署了《塞尔维亚铁路现代化改造工程实施商业合同》 塞尔维亚共和国境内的匈塞铁路，诺维萨德 - 苏博蒂察 - 国家边界（克莱比奥）段"（以下简称商业合同）；

2. Following an agreement between the two parties, namely CHINA RAILWAY INTERNATIONAL CO., LTD. SERBIA OGRANAK BEOGRAD-SAVSKI VENAC hereinafter referred to as the General Contractor and CRSC INTERNATIONAL CO., LTD. OGRANAK BEOGRAD, on 19th October, 2021, a subcontract was signed in Serbia for the execution of works on the Telecommunication, Signaling, and other systems on the Project of Modernization and Reconstruction of the Hungarian-Serbian Railway in the territory of the Republic of Serbia, section Novi Sad - Subotica - State Border (Kelebija) (hereinafter referred to as the Main Contract).
根据双方协议，即中国铁路国际有限公司塞尔维亚分公司（以下简称总包商）和通号国际控股有限公司贝尔格莱德分公司，2021 年 10 月 19 日，在塞尔维亚签署了一份分包合同，用于在塞尔维亚共和国境内实施匈塞铁路现代化和改造项目的通信、信号和其他系统工程，诺维萨德 - 苏博蒂察 - 国家边界（克莱比奥）部分（以下简称主合同）。

3.Party A is authorized to undertake all the execution of **the works related to purchase and installation of the fire extinguishing systems project** for SS and TC buildings Along Novi Sad - Subotica - State Border (Kelebija) on the Project of Modernization and Reconstruction of the Hungarian-Serbian Railway in the territory of the Republic of Serbia, section Novi Sad - Subotica - State Border (Kelebija);

甲方有权承担匈塞铁路现代化改建项目中诺维萨德-苏博蒂察-国境线（克莱比奥）沿线通信和信息和信号设备建筑灭火系统采购和安装工程的全部实施工作。位于塞尔维亚共和国境内的诺维萨德 - 苏博蒂察 - 国界线（克莱比奥）沿线；

4.Party A, with a desire to engage Party B to carry out **the works related to purchase and installation of the fire extinguishing systems project** for all the Buildings for Communications, Information, Signal Engineering Equipment Along Novi Sad - Subotica - State Border (Kelebija), on a subcontract basis (hereinafter referred to as the "Subcontract Works"), while Party B is willing to undertake all the execution of the Subcontract Works.
甲方希望委托乙方开展诺维萨德-苏博蒂察-国境线（克莱比奥）沿线所有通信、信息、信号工程设备建筑的灭火系统采购和安装工程，以分包的方式进行（以下简称"分包工程"），乙方愿意承担分包工程的全部实施工作。

Party A and Party B agree to enter into a Subcontract (hereinafter referred to as the "Subcontract") in Belgrade on 11th of February 2024, after friendly consultation. The terms and conditions are set forth as follows for both parties to comply with.
经友好协商，承包商和分包商同意于 2024年2月11日签订分包合同 （以下简称 "分包合同"），条款和条件如下，供双方遵守。

The Contractor intends to engage The Subcontractor to carry out **the works related to purchase and installation of the fire extinguishing systems project**, on a subcontract basis (hereinafter referred to as the "Subcontract Works"), while the Subcontractor is willing to undertake the obligation to execute the Subcontract Works.
承包商打算聘请分包商在分包的基础上，实施采购和安装灭火系统工程（以下简称"分包工程"），当分包商愿意承担执行分包工程的义务的情况下。

The Subcontractor guarantees that it possesses the requisite technical qualification and technological background and shall provide the suitable equipment, materials, labor, and resources for the execution of the Subcontract Works. The Subcontractor has with certainty fulfilled all legal conditions for the execution of the Subcontract Works and guarantees there is not any setback for the Subcontractor to conclude this Contract with the Contractor.
分包商保证具备必要的技术资质和技术背景，并应为执行分包工程提供适当的设备、材料、劳动力和资源以保证分包合同工作的执行。分包商已明确执行分包工程的所有法律条件，并保证分包商和承包商签订本合同不会有任何缺陷。

The Subcontractor has been introduced with the terms and conditions of the Main Contract the Technical Conditions/Specifications, Design for Construction Permit, Design for Execution of Works, and the Subcontract as well as with the other accompanying documents for the purpose of skillful and high-quality execution of the Subcontract Works. The subcontractor undertakes to know all the responsibilities and obligations of the contractor regarding the scope of this subcontracted project under the business contract, and agrees to bear these responsibilities and obligations.
分包商已经被介绍了主合同的条款和条件、技术条件 规范、施工许可证设计、工程 实施设计和分包合同，以及其他附带文件，以便熟练、有质量地执行分包工程。分包商承诺已知悉承包商在商务合同项下关于本分包工程范围的所有责任及义务，并同意承担这些责任和义务。

Article 1. Definitions
名词释义

Main Contract: the agreement between the two parties, namely CHINA RAILWAY INTERNATIONAL CO., LTD. SERBIA OGRANAK BEOGRAD-SAVSKI VENAC and CRSC INTERNATIONAL CO., LTD. OGRANAK BEOGRAD, on 19th October, 2021, a subcontract was

signed in Serbia for the execution of works on the Telecommunication, Signaling, and other systems on the Project of Modernization and Reconstruction of the Hungarian-Serbian Railway in the territory of the Republic of Serbia, section Novi Sad - Subotica - State Border (Kelebija) (hereinafter referred to as the Main Contract).

主合同：即中国铁路国际有限公司塞尔维亚分公司和通号国际控股有限公司贝尔格莱德分公司于2021年10月19日在塞尔维亚签署的分包合同，用于执行塞尔维亚共和国境内诺维萨德-苏博蒂察-国家边界(克莱比奥)段，匈牙利-塞尔维亚铁路现代化和改造项目的通信、信号和其他系统工程合同(以下简称主合同)

Main Works: the works and services as defined in the Main Contract.
主合同工作：在主合同中定义的工作和服务。

Subcontract Works: means all works related to purchase and installation of the fire extinguishing systems, specified in The Bill of Quantities the content of which includes but is not limited to specified and implicated works required for the execution of the items in The Bill of Quantities and other works required for the project execution and/or requested by the Employer and/or General Contractor, such as personnel training, temporary operation cooperation, maintenance within the defect liability period, supply of spare parts, and technical support after the final inspection and acceptance test, etc.
分包合同工作：指与在采购和安装灭火系统工程进行相关的所有在工程量清单中规定的工程，其内容包括但不限于为实施工程量清单中的项目所需的规定工程的相关工程，以及为项目实施和／或雇主和/或总包商要求的其他工程，如人员培训、临时作业配合，缺陷责任期内的维护、备品备件的供应、最终验收试验后的技术支持等。

Subcontract: means this contract, namely the Subcontract signed by the Contractor and the Subcontractor for the execution of the Subcontract Works, which consists of this Contract and its Appendixes.
分包合同：指本合同，即承包商和分包商为执行分包工程而签署的分包含同，包括本合同及其附件。

Subcontract Price: means the price agreed by the Contractor and the Subcontractor, which is a fixed unit price contract and will not be subject to any changes unless otherwise specified in the contract and defined in this Subcontract and BOQ, which shall be paid by the Contractor to the Subcontractor for completion of all the works defined in the Subcontract. The final settlement amount shall be subject to the actual completed workload. The necessary quantity of accessory parts (cables, tubes, connectors, etc.) are deemed to be included in Appendix 1 and without extra charges. VAT is not included in the Subcontract Price, however when the Subcontractor issues an invoice, it will be in accordance with the Serbian VAT law.
分包合同价格：指承包商和分包商相互同意的固定单价合同，除非本合同另有规定并在分包合同及工程量清单中定义，否则不作任何更改 承包商应向分包商支付，以完成分包合同中定义的所有工程 必要数量的附件(电缆、管、接头等)视为包含在附录1中，不再另收费。最终结算金额以实际完成工作量为准。接受的分包合同金额不包括增值税，但当分包商开具发票时将符合塞尔维亚增值税法。

Subcontractor's Equipment: all appliances, equipment, machinery, vehicles, spare parts, instruments, and physical objects of whatsoever nature required for the execution and completion of the Subcontract Works and remedying of any defects therein, but does not include the equipment, materials, or other objects that intended to form or forming part of the Subcontract Works.
分包商设备：执行和完成分包工程以及修补其中任何缺陷所需的所有器具、设备、机械、车辆、备件、仪器和实物，但不包括设备，拟构成或构成分包工程一部分的材料或其他物体。

Goods: The Subcontractor's Equipment, Materials, Plant and Temporary Works, or any of them appropriate.
货物：分包商的设备、材料、装置和临时工程，或其中任何一项 视情况而定）。

Permanent Works: the permanent works to be executed by Contractor under the Main Contract.
永久工程：承包商根据主合同执行的永久工程。

Temporary Works: all temporary works of every kind required on Site for the execution and completion of the Permanent Works and remedying of any defects.
临时工程：为实施和完成永久工程以及修补任何缺陷而在现场所需的各种临时工程。

Site: the places where the Subcontract Works are to be executed and to which the Plant and the Materials are to be delivered, and any other places *as* may be specified in these Conditions as forming part of the Site.
现场：分包工程的实施地点、设备和材料的交付地点，以及本条件中规定的构成现场一部分的任何其他地点。

Employer: Joint Stock Company for Public Railway infrastructure Management "Infrastructure of Serbian Railways".
雇主 "塞尔维亚铁路基础设施"公共铁路基础设施管理股份有限公司。

Financier: Ministry of Construction, Transportation, and Infrastructure of the Republic of Serbia.
融资方：塞尔维亚共和国建设、运输和基础设施部。

Engineer: person appointed by the Financier or Investor to act as an Engineer for the needs of Main Contract, or some other person, appointed by the Financier and the Employer and/or General Contractor in line with the provisions of the Main Contract; and regarding whose appointment the Contractor has been informed accordingly, in line with the provisions of the Main Contract.
工程师：由融资方或投资方根据主合同的规定任命为工程师的人员，或由融资方和雇主和/或总包商根据主合同的规定任命的其他人员，并已将其任命通知承包商，符合主合同的规定

Project: Modernization and Reconstruction of the Hungarian-Serbian Railway in the territory of the Republic of Serbia, section Novi Sad - Subotica - State Border (Kelebija)
项目：塞尔维亚共和国境内诺维萨德-苏博蒂察-国家边界(克莱比奥)段匈牙利-塞尔维亚铁路现代化和改建项目的通信、信号和其他系统工程

Defect Notification period: shall have the same meaning as defined in the Articles 13.4 & 21 of the Main Contract, namely 1 year after receiving the Taking-Over Certificate from Employer and/ or General Contractor.
缺陷通知期：与主合同第13.4条和21条定义的含义相同，即雇主和/或总包商颁发工程接收证书后一年内。

Warranty Period: five years period starting from the date of issue of the Taking-Over Certificate, as defined in the Main Contract.
保修期：主合同规定的自接收证书签发之日起五年。

Commencement Date: date upon which the Contractor issues a notice to commence the Subcontract Works to the Subcontractor.
开工日期：分包商收到承包商开工通知的日期。

Interim payment certificate: any payment certificate issued by the Subcontractor other than the Final Payment Certificate.
期中付款证书：分包商出具的除最终付款证书外的任何付款证书。

Time for Completion: the time for completing works or a Section or Objects as the case may be), and passing the Tests on Completion, calculated from the Commencement Date.
竣工时间：从开工日期算起，完成工程或某一区段或某一物体（视情况而定）并通过竣工试验的时间。

The Subcontractor 's Time for Completion:All the building purchase and installation works is 45 days counting from the Commencement Date.
分包商的竣工时间： 全部建筑的采购及安装工程自开工之日起45日

Tests on Completion: shall have the same meaning as defined the Article 16.4 and relevant articles of the Main Contract.
竣工试验：应具有与主合同第 16.4 条等相关条款相同的含义。

Notified Body: legal entity chosen by the Financier and the Employer and/ or General Contractor to act as the Notified Body for the needs of implementation of the Main Contract.
公告机构：融资方和雇主和/或总包商为履行主合同的需要而选择的作为公告机构的合法主体。

Dynamic construction plan: the program of execution of Subcontract Works issued by the Subcontractor.
动态施工计划：分包商发布的执行分包工程的计划。

Delay Damages: an amount which the Subcontractor shall pay to the Contractor if the Subcontractor fails to fulfill its obligation within the agreed deadline.
误期损害赔偿金：如果分包商未能在约定期限内履行义务，分包商应向承包商支付的金额。

Taking-over Certificate: certificate issued under Articles 19.5.1& 20&21&22 and relevant articles of the Main Contract.
接收证书：根据主合同第19.5.1条、20条 21条 22条等相关条款颁发的证书。

Progress Reports: monthly reports regarding the progress of works prepared by the Subcontractor which shall be submitted to the Contractor. The first report covers the period from the end of the first calendar month after the Commencement Date. From then on, the reports are submitted monthly, within 3 (three) days from the last day of the reporting period until all Subcontract works are done.
进度报告：分包商编制的工程进度月报，应提交给承包商。第一分报告所述期间为自开工日期后第一个日历月底起 从那时起，每月在报告期最后一天起的3（三）天内提交 报告，直到完成所有分包工程。

Performance Certificate: certificate issued under Article 19.6.2 and relevant articles of the Main Contract.
履约证书：根据主合同第19.6.2条等相关条款颁发的证书。

Retention Money: accumulated retention monies retained by the Contractor under Article 16
保留金：承包商根据第 16 条保留的累积保留金

Contractor 's Requirements: the description of the scope, standard, design criteria (if any) and program of work, as included in this Subcontract, and any additions and modifications to such document in accordance with the Subcontract.
Such document specifies the purpose, scope, and/or design and/or other technical criteria, for the Works.

承包商要求：包括在本分包合同中的范围、标准、设计标准 （如有） 和工作计划的说明，以及根据分包合同对此类文件的任何补充和修改该文件规定了工程的目的、范围和 或设计和 / 或其他技术标准。

Cost: all expenditure reasonably incu1Ted (or to be incurred) by the Subcontractor, whether on or off the Site, including overhead and similar charges, but does not include profit.
成本：分包商在现场内外合理发生（或将发生）的所有支出 包括间接费用相类似费用，但不包括利润

Day: means a calendar day.
日：指日历日

Article 2. Interpretations 解释

In the Subcontract, except where the context requires otherwise
在分包合同中，除非上下文另有要求
Words indicating one gender include all genders;
(a 表示一种性质的词包括所有性质；

Words indicating the single also include the plural and words indicating the plural also include the singular;
(b 词语显示单数的词也包括显示复数，表示复数的词也包括单数；

Provisions including the word agree, agreed or contract require the contract to be recorded in writing;
(c 包括“同意” “已同意”或“合同”一词在内的规定要求以书面形式记录该合同；

Written or in writing means any hand” written, type-written and printed communication, and resulting in a permanent record;
(d 书面或书面形式是指任何手写、打字和印刷的通信，并产生永久记录；

Words importing persons or parties shall include firms and corporations and any organization having legal capacity.
(e 表示个人或当事方的词语应包括公司和公司以及任何具有法律行为能力的组织。

Article 3. Documentation 文件

The following documents shall be deemed to form, read, and interpret as part of this Subcontract (all together hereinafter referred to as the Subcontract) and to be taken as mutually complementary and explanatory of one another, if any ambiguities inconsistencies, they shall be applied in the order of priority as determined herein-below:
下列文件应被视为构成、阅读和解释本分包合同（以下统称为分包合同）的一部分， 并被视为相互补充和解释的文件，如有不一致之处，应按以下确定的优先顺序使用：

1 The Subcontract Agreement
分包合同
2 Table of price, or the Bill of Quantities including prices
价格表，或包括价格在内的工程量清单
3 Design Document Specifications & Technical Specifications
设计文件规格书和技术规格书

Article 4. The Subcontract Works 分包工程

Execution of the Subcontract Works: purchase and installation of the extinguishing systems.

分包工程的实施：采购和安装灭火系统工程

All the S bcontract Works shall be executed and completed in accordance with Technical Conditions/Specifications, Design for Execution of Works, and Priced Bill of Quantities. After the construction is completed, the site will be cleaned up and restored in time.
所有分包工程应按照技术条件 / 规范、工程实施设计和标价的工程量清单执行和完成。施工完成后场地及时清理并恢复原状。

The Contractor shall reserve the right to alter the Subcontract Works or to give up the execution of some items of the Subcontract Works, in accordance with mutually reached contract. In case that The Contractor reduces the quantities of the Subcontract works or abandons the execution of some items of the Subcontract Works, the value of the Subcontract Works shall be reduced in the same proportion.
承包人有权根据双方达成的合同，变更分包工程或放弃分包工程的某些项目的实施，如承包人减少分包工程的数量或放弃分包，工程的某些项目的实施，分包工程的价值应按相应比例减少

The Subcontract Works are a part of the Main Works and the Subcontractor shall be fully responsible for the whole of the Subcontract Works. The Subcontractor is fully aware that any failure of the execution of the Subcontract Works and default of its obligations under the Subcontract may result in exposure at default of Contractor under the Main Contract and damages to the Contractor, and, thus, the Subcontractor hereby shall irrevocably accept all liability, risk, lost,and responsibility for that.
分包工程是主体工程的一部分，分包商应对整个分包工程负全部责任分包商应充分意识到，任何分包工程的执行失败和期在分包合同下的义务的违约都可能导致承包商在主合同下的违约相对承包商的损害，因此，分包商在此不可撤销地承担所有责任、风险和损失。

If the Subcontractor fails to complete the contract work on time in accordance with the approved dynamic plan, the Contractor has the right to unilaterally reduce the subcontractor's work content in the contract and reduce the corresponding contract amount. The subcontractor must not claim compensation from the contractor.
如分包商不能按照已批复的动态计划完成合同工作内容，承包商有权利单方面核减分包商合同内工作内容，并核减对应合同金额，分包商不得因此向承包商索赔。

Article 5. Subcontract Price 分包价格

The Subcontract Price shall be the total amount of all the Subcontracted Works that specified in the Bill of Quantity and the Subcontract.
分包合同价格应为工程量清单和分包合同中指定的所有分包工程的总金额。

The Accepted Subcontract Amount is 164,197.80 EURO (In words: SAY one hundred sixty-four thousand one hundred ninety-seven EURO eighty CENT ONLY) EURO.
接受的分包含同金额是164,197.80欧元（大写：壹拾陆万肆仟壹佰玖拾柒欧元捌拾欧分）。
General Components of Price:
价格构成

Description 说明	Unit Price 单价	Quantity 数量	Total 总价
基站消防系统安装 Installation of Fire Extinguishing System for GSMR stations	15,496.2	9	139,465.80

20%VAT			0
站房灭火器 Portable Extinguishers in Railway Stations	1,030.50	20	20,610.00
20%VAT			4,122.00
合计（含增值税）： Total (Including VAT)			164,197.80

The accepted amount of subcontract includes the subcontractor's compliance with Serbian national laws and regulations, and in accordance with the contract agreement and the contractor's instructions, to complete all the work content, responsibilities and obligations stipulated in the contract on time, with quality and quantity. Including but not limited to: construction preparation; construction of temporary facilities; organization of traffic guidance; construction survey and preparation of construction plans for approval; personnel organization; procurement and leasing of materials, machinery and equipment; unloading and movement (if any) of materials supplied by the contractor at the construction site tests and inspections; preparation of construction water and electricity; fees paid for overtime work at night and on rest days; environmental protection and pollution prevention, control and treatment; prepare on and transfer of construction and completion data The establishment of construction safety and civilized construction system and the investment of costs; the repair of defects liability; the training of subcontracted project operation and maintenance methods; the coordination of external relations and the elimination of external interference in railway construction and the Serbian national government or supervision Other tasks required by the department related to the work content of the subcontractor (regardless of whether the project is in the construction drawing).
接受的分包合同金额包括分包商在遵守塞尔维亚国家法律法规 合同约定及承包商的指示的情况下，按时、保质保量完成合同中约定的所有工作内容及责任、义务。包含但不限于：施工准备；临时设施的建设；交通导行的组织；施工测量及施工方案的编制报批；人员组织；物资材料、机械设备的采购及租赁；承包商供应材料在施工现场的卸载 及移动（如果有）；试验及检测；施工用水、用电的准备；夜间、休息日加班所支付的费用；环水保及污染的预防、控制与处理；施工资料、竣工资料的编制及移交；施工安全及文明施工体系的建立及费用的投入；缺陷责任的修复；分包工程运行及维护方法方面的培训；对铁路施工中外部关系的协调和外部干扰的排除；以及塞尔维亚国家政府或监管部门要求实施的与分包商工作内容有关的其他工作（无论施工图中是否有此项目）。

If a work item is included in the construction drawing bill of quantities, but not included in the subcontractor's quotation, it shall be deemed to have been included in other items of this Subcontract bill of works (unless otherwise indicated).
如果某项工作内容，包含在施工图工程量表中，但分包商报价未包含，视为已包含在本分包工程清单其他项目之中（除非已说明不包含）。

Subsequent works from Paragraph 6 of this Article are those works which are not concluded and not necessary for execution of this Subcontract and which the Financier and the Employer and/ or General Contractor demand to be undertaken.
本条第 6 款所述的后续工程是指未完成且不需要执行本分包合同，但融资方和雇主和/或总包商要求进行的工程。

Article 6. Site 施工现场

The Subcontractor shall be deemed to have obtained all necessary information as to risks,

contingencies and other circumstances which may influence or affect the Subcontract Works. To the same extent, the Subcontractor shall be deemed before signing this Contract, to have inspected and examined the Site, its surroundings, the above data, and other available info1mation, and to have been acquainted with following all relevant matters, including, (without limitation):
分包商应被视为已获得与分包工程有关的所有风险、不可预料事件和可能影响或改变分包工程的其他情况的所有必要信息，同样，在签订本合同之前，分包商应被视为已对现场及其周围环境、上述数据和其他可用信息进行了检查和检查，并熟悉以下所有关事项，包括（但不限于）：

1 The from1and nature of the Site, including the sub-surface conditions,
施工现场的地形和地质，包括地下条件，
2 The hydro-logical and climatic conditions,
水文和气候条件
3 The extent and nature of the work and materials necessary for the execution and completion of the Subcontract works, and the remedying of any defect
执行和完成分包工程以及修补任何缺陷所需的工作和材料的范围和性质4 The Laws, procedures, and labour practices of the Republic of Serbia, and
塞尔维亚共和国的法律规定和劳工惯例，以及
5 the Subcontractor's requirements for access, accommodation, facilities, personnel, power, transport, water, and other services.
分包商对通道、住宿、设施 人员、电力、运输、水和其他服务的要求。

Article 7 Access Roads 进场道路

The Subcontractor shall be deemed to have been satisfied as to the suitability and availability of any existing access road to the Site.
分包商应被视为对任何现有进场道路的适宜性和可用性感到满意

The Subcontractor shall be responsible for any maintenance which may be required for and during his use of access roads·
分包商应负责在其使用道路期间可能需要的任何维修；

The Contractor shall not be responsible for any claims which may generate from the Subcontractor' s access roads usages or interference of any-kind,
承包商不应对分包商的进场道路使用或任何类型的干扰可能产生的任何索赔负责，

The Subcontractor is obliged to conduct a preliminary investigation on the start of the Subcontract Work before the implementation of the subcontracted project, and to restore all the approach roads used by the contractor to the state before the start of the project before the contractor receives the subcontracted project.
分包商有义务在分包工程开始实施前进行分包工程开工前期调查，并在承包商接收分包工程前立即将其使用的所有进场道路恢复到开工前的状态。

Article 8. Sufficiency of the Accepted Subcontract Amount. 认可的分包合同金额的充分性

It shall be deemed that the Subcontractor:
分包商将被认为以下

1 Is certain of the adequacy and sufficiency of the Accepted Subcontract Amount, and
确定接受的分包合同金额的充分性，以及

2 Has based the Accepted Subcontract Amount on the data, interpretations, necessary information, examinations, and satisfaction as to all relevant matters referred to in the Article 6,
已根据第 6 条中提及的所有中相关事项的数据、解释、必要信息、检查和满意程度，确定接受的分包合同金额，

3 Unless otherwise stated in the Subcontract, the Accepted Subcontract Amount covers all the Subcontractor's obligations under the Subcontract and all things necessary for execution and completion of the Subcontract Works and remedying of any defects.
除非分包合同中另有规定，否则接受的分包合同金额包括分包合同下的所有分包商义务，以及执行和完成分包工程以及修补任何缺陷所需的所有事项。

Article 9. Advance Payment 预付款

The Subcontractor is entitled to an Advance Payment in the amount of 20% (Twenty percent) of the Accepted Subcontract Amount after The Contractor has previously received the advance payment from the Financier and Employer and/or General Contractor.
分包商有权在承包商收到融资方和雇主和/或总包商的预付款后，获得分包含同中标金额 20% 百分之二十） 的预付款。

The Advance Payment shall be executed (paid) as follows:
预付款应被执行 （支付），具体如下：

The Advance Payment in the amount of 20% Twenty percent) of the Accept Subcontract Amount shall be paid within 14 days when all of the following conditions are fully met:
预付款为接受分包含同金额的 20% （百分之二十）， 应在完全满足下列条件的 14 天内支付

The Subcontractor has submitted the Performance Bank Guarantee in the amount of 10% of the Accept Subcontract Amount, Advance Payment Bank Guarantee in the amount of 20% of the Accept Subcontract Amount, insurance policy, advance payment certificate and relevant documents as well as the Subcontractor's request for payment
分包商已提交了金额为接受分包合同金额 10%的履约银行保函、金额为接受分包合同金额 20%的预付款银行保函、保险单、预付款证书和相关文件以及分包商的付款申请。

The Subcontractor has commenced the preparatory works (including but not limited to setting camp, access roads, water and electricity supply and bringing main equipment on the construction site).
分包商已开始准备工作 （包括但不限于设置营地，道路，水电供应以及将主要设备带到施工现场）。

Article 10. Advance Payment Bank Guarantee 预付款的银行保函

The Subcontractor shall within 28 days from the date of the conclusion of the Subcontract submit at his own expense to the Contractor the Advance Payment Bank Guarantee, which shall include a clause that it is irrevocable, unconditional, and payable on first demand without objection according to the international rules URDG 758.
分包商应在分包合同签订之日起 28 天内 自费向承包商提交预付款银行保函，其中应包括一项条款，即预付款银行保函是不可撤销、无条件的， 见索即付的，适用于《国际商会见索即付保函统一规则URDG 758

The bank issuing the guarantee must be a first-class bank accepted by the Contractor.
出具保函的银行必须是承包商认可的一级银行

The repayment for the Advance Payment from each interim payment certificate shall be 30% of the Accept Subcontract Amount, until the Advance Payment is fully repaid.
每份期中付款证书中的预付款应扣回接受合同金额的 30% 直至预付款全部偿还

After the full amount of the Advance Payment, for which the Advance Payment Guarantee is issued, is deducted, the Contractor shall return. the corresponding Advance Payment Bank Guarantee to the Subcontractor within 2 l days upon full Advance Payment repayment. In case if advance payment is not repaid in full until the date of taking over of the Subcontract Works or earlier termination of the Subcontract, the amount which is not repaid shall become immediately due for payment by the Subcontractor to the Contractor.
支付预付款保函的预付款全额扣回后，承包商应在预付款全额偿还后21 天内将相应的预付款银行保函退还给分包商。如果预付款在分包工程接收或分包合同提前终止之日前未全额偿还，则未偿还的金额应立即成为分包商应向承包商支付的款项

Article 11. Performance Guarantee. 履约保函

The Subcontractor shall provide, at his own cost, a Performance Bank Guarantee in the amount of ten percent (10%) of the Accepted Subcontract Amount in currencies specified in the Subcontract, and deliver it to the Contractor within 28 days after the signature of the Subcontract. In case the Subcontractor fails to comply with this obligation, the Contractor shall be entitled to unilaterally terminate the Subcontract.
分包商应自费以分包合同规定的货币提供金额为中标分包合同金额百分之十 10%) 的履约银行保函，并在分包合同签署后 28 天内将其交付给承包商。如果分包商未能履行此义务，承包商有权单方面终止分包合同。

The Performance Bank Guarantee shall be issued by a bank approved by the Contractor, it is irrevocable, unconditional, and payable at fust call without objection. The cost of complying with these requirements shall be borne by the Subcontractor.
履约银行保函应由承包商批准的银行出具，不可撤销、无条件且见索即付。遵守这些要求的费用应由分包商承担。

The Performance bank guarantee shall be valid and enforceable 28 days longer than the agreed deadline for Completion of works and Defects Notification Periods. If the Defects Notification Period is extended, the Subcontractor shall extend the validity of the Performance Bank Guarantee accordingly.
履约银行保函有效且可执行，比约定的工程竣工期限和缺陷通知期延长 28 天。如果缺陷通知期延长，分包商应相应延长履约银行保函的有效期。

The Contractor shall be entitled to redeem the Bank Performance Guarantee if:
承包商在下列情况下有权兑付银行履约保函：

Failure by the Subcontractor to extend the validity of the Performance Bank Guarantee as described in the preceding paragraph, in which event The Contractor may claim the full amount of the Performance Bank Guarantee to be activated:
分包商未能按照前款规定延长履约银行保函的有效期，在这种情况下，承包商可要求兑付履约银行保函的全部金额：

Failure by the Subcontractor to pay the Contractor an amount due, as either agreed by the Contractor

or determined under Article 23, within 42 days after this Subcontract or determination;
分包商未能在本分包合同或决定后42 天内向承包商支付承包商同意或根据第23 条确定的到期金额；

Failure by the Subcontractor to remedy a default within 42 days after receiving the Contactor's notice requiring the default to be remedied; or
分包商在收到承包商要求补救违约的通知后42 天内未能补救违约；或

Circumstances which entitle the Contractor to terminate the Subcontract under Article 32, Termination by the Contractor, irrespective of whether notice of termination has been given;
发生承包商有权根据第 32 条 （承包商终止） 终止分包合同的情况，无论是否发出终止通知；

Failure by the Subcontractor to perform any of his obligation to execute Subcontract Works,in which event Contractor may claim the full amount of the Contractor's Performance Bank Guarantee of the Contractor to be activated.
分包商未能履行其执行分包工程的任何义务，在这种情况下，承包商可要求激活承包商履约银行保函的全部金额。

No claim shall be made against such security after the issue of the Performance Certificate in respect of the Subcontract Works and the Performance bank guarantee shall be returned to the Subcontractor within 28 days of the issue of Performance Certificate.
在签发分包工程履约证书后，不得对此类担保提出索赔，银行履约保函应在签发履约证书后28 天内退还给分包商

Article 12. Payment Method 付款方式

The Payment method for completed works and delivery is interim payment certificates which will be formed according to achieved progress of works, and bill of quantity of Subcontract representing the Annex 1 to this Subcontract and shall be defined in accordance with the Contractor' s requirement and the Main Contract.
已完成工程和交付的付款方式期中付款证书，期中付款证书将根据已完成的工程进度和代表本分包合同附件I的工程量清单表形成，并应根据承包商的要求和主合同确定。

In principle, the amount of payment made to the Subcontractor shall not exceed the amount that the Financier and/or Employer and/or General Contractor shall pay to the Contractor, and the frequency of payments to the Subcontractor made by the Contractor shall be in accordance with the frequency of payments that Contractor receives. from the Financier and/or Employer and/or General Contractor.
原则上，向分包商支付的金额不得超过融资方和/或雇主和/或总承包商应向承包商支付的金额，承包商向分包商支付的频率应与承包商从融资方和 或雇主和/或总承包商收到的付款频率一致

If the subcontractor's funds are under great pressure, upon the request of the subcontractor and the consent of the contractor, the contractor may pay the subcontractor in advance without the investor paying the contractor. In this case, the contractor will complete the payment to the subcontractor as soon as possible, but in the event of a delay, the subcontractor shall not make a claim against the contractor on this ground.
如果分包商的资金压力很大，经分包商要求并征得承包商同意，承包商可在投资人在未向承包商付款时，提前向分包商付款。在这种情况下，承包商将尽快完成对分包商的付款，但如果出现延误，分包商不得以此为由向承包商提出索赔。

The Contractor shall not bear any responsibility for payment to the Subcontractor if Financier and/or Employer and/or General Contractor withheld payment to The Contractor related to the Subcontract Works.
如果融资方和 / 或雇主和 / 或总包商扣留与分包工程有关的费用，承包商对分包商的付款不承担任何责任。

Payments to the Subcontractor shall be made for executed Subcontract works in line with the verified interim payment certificates and final payment certificate upon finalization of the Subcontract Works, in accordance with the Main Contract and Subcontract.
根据主合同相分包含同，分包工程完成后，应根据经核实的期中付款证书和最终付款证书，向分包商支付已执行分包工程的款项。

Article 13. Issuing Interim Payment Certificates 签发期中付款证书

The Subcontractor shall submit to the Contractor five (5) copies of application for interim payment certificate, the Report upon the expiry of the agreed payment period (if this period is not stated, before 25th of each month), in a form approved by the Contractor, showing in detail the amounts to which the Subcontractor considers himself to be entitled, together with supporting documents which shall include the report on the progress.
分包商应以承包商批准的格式，向承包商提交五（ 5 份期中付款证书申请书副本，以及商定付款期到期时的报告（如果未规定付款期，则应在每月 25日前提交），详细说明分包商认为自己有权获得的金额，以及应包括进度报告的证明文件。

If the Subcontractor does not submit the payment certificate or the final payment certificate with all the annexes referred to in this Article, the Contractor cannot perform the payment of certificates for which the complete documentation has not been submitted.
如果分包商未提交付款证书或最终付款证书以及本条中提及的所有附件，则承包商不能按未提交完整文件的证书进行付款

When the Contractor receives The Subcontractor's Interim Payment Certificate, report and accompanying documents, the Contractor will submit his Interim Payment Certificate, report and accompanying documents which include due portion of the Subcontract Work, to the Engineer in accordance with Article 68 of the Main Contract.
当承包商收到分包商的期中付款证书、报告和随附文件时，承包商将根据主合同第68 条向工程师提交其期中付款证书、报告和随附文件，其中包括分包工程的到期部分.

In the interim payment, the subcontractor shall be entitled to unilaterally deduct ①the cost of materials, machinery, and services provided by the contractor (if any); ②the penalty amount issued by the contractor to the subcontractor due to the subcontractor's non-compliance with the Contactor's management regulations; ③Loss caused to the contractor due to the subcontractor, or claim of the third party against the contractor due to the subcontractor.
在期中付款中，分包商有权单方扣除①承包商提供的材料、机械和服务 （如有）的费用；②承包商因分包商不遵守承包商的管理规定而向分包商发出的罚款金额；③因分包商给承包商造成的损失，或第三方因分包商向承包商提出的索赔

Article 14. Payment. 付款

Once the Contractor has received interim payment from the Financier and/or Employer and /or General Contractor in respect of the Subcontract Works, the Contractor shall give notice to the

Subcontractor to immediately issue the invoice (in such form and quantities approved by the Contractor) and deliver it. such invoices should be issued within following 24 hours. The subcontractor shall submit the invoice to contractor in the manner of Article 36 of the subcontract.
一旦承包商收到融资方相和 / 或雇主和 / 或总包商关于分包工程的期中付款，承包商应通知分包商立即根据分包合同开具发票 （采用承包商批准的格式与数量），此类发票应在 24 小时内开具。分包商应按分包合同第 36 条的方式将发票递交给分包商。

All the Payment shall be paid in Dinars (RSD). The exchange rate is calculated at the National Bank of Serbia's middle exchange rate between euro and dinar on the day of invoicing.
所有付款应以第纳尔（RSD）支付，汇率为分包商发票开具当日的塞尔维亚央行汇率中间价

After the receipt of the invoice the Contractor shall pay full amount in the Subcontractor's Interim Payment certificate within 28 days.
收到发票后，承包商应在 28 天内支付分包商期中付款证书中的全部金额。

Deduction of retention money at the rate(s) specified in Subcontract will be carried out until the limit of retention money therein specified has been reached.
按分包合同规定的比率扣除保留金，直至达到其中规定的保留金限额。

Article 15. Penalty for Delay in Payment. 延迟付款的惩罚

If the Contractor fails to submit its certificates and reports for payment of Main Contract on time due to Subcontractor's delay, so the Financier and/or Employer and/or General Contractor request compensation from the Contractor, the Subcontractor shall be obliged to immediately upon the Contractor 's request indemnifies the Contractor for any such amount and associated costs and expenses.
如果由于分包商的延误，承包商未能按时提交其用于主合同支付的证书和报告，则融资方和 / 或雇主和 / 或总包商要求承包商赔偿，分包商有义务在承包商要求时立即赔偿承包商任何此类金额以及相关成本和费用。

Article 16. Retention money 保留金

The Contractor shall deduct 5% from the amount of each payment to the Subcontractor until the limit of retention money therein specified has been reached i.e. 5% of the Subcontract Price as the retention money for quality of executed works.
承包商应从支付给分包商的每笔款项中扣除 5% ，直至达到其中规定的保留金限额，即分包合同价格的 5% ，作为已执行工程质量的保留金。

The Contractor is entitled to use the Retention Money to reimburse himself for and to recover any damages occurred, in case the Subcontractor fails to strictly comply with the provisions of this Subcontract. This entitlement shall not expire until the end of Defect Notification Period.
如果分包商未能严格遵守本分包合同的规定，承包商有权使用保留金来补偿自己并收回发生的任何损害。此权利在缺陷通知期结束前不应终止。

After receiving the Taking-Over Certificate, the subcontractor submits the first 50% retention payment certificate application, and the contractor verifies the first 50% of the retention payment certificate application, which is verified and paid 50% of the retention payment within 28 days.
接收到工程接收证书后，分包商提交第一个 50%保留金的支付申请，承包商核实第一部分保留金的支付申请，核实通过后28 天内支付保留金的 50%

After the deadline of the defect notification period expires, the subcontractor shall submit a payment certificate for the remaining 50% of the retention money, and the contractor shall verify the payment certificate for the remaining retention money. If the subcontractor completes the defect repair responsibility, the contractor pays the subcontractor The remaining 50% is retained. However, if the subcontractor still needs to perform other operations after the defect notification period expires, the Engineer /the Contractor will withhold the amount that he considers equal to the value of the unfinished work.
缺陷通知期最后期限到期后，分包商应立即提交剩余 50%保留金的支付证书，承包商应核实剩余保留金的支付证书，如果分包商完成缺陷修复责任，承包商支付分包商剩余 50%保留金。但是，若缺陷通知期到期后，承包商仍然需要开展其他作业，则工程师/承包商将扣留其认为价值等于未竣工工程价值的款额。

Article 17. Responsibilities, rights, and obligations of contractors. 承包商的责任、权利、义务

The Contractor shall be responsible for the internal and external c0mmunication and coordination during the execution of the Subcontract Works.
承包商应负责分包工程实施期间的内部和外部沟通与协调。

The Contractor shall supervise and check the Subcontractor's actual progress, quality, and safety situation from time to time. The Contractor's supervision and inspection shall not relieve the Subcontractor from the responsibilities of completing the Subcontract Works according to the requirements in the Subcontract. The Contractor has the right to request the 'Subcontractor to remedy or rework the parts that fail to meet the standards or be proven as disqualified, or demand the Subcontractor to replace the qualified materials and equipment, or replace ineligible or incompetent personnel of the Subcontractor, including the Subcontractor's representative. If the Contractor demands the replacement of the Subcontractor's personnel, the Subcontractor shall send relevant successor in position within 7 days, and the handover time shall not be less than 15 days.
承包商应不时监督和检查分包商的实际进度、质量和安全情况。承包商的监督和检查不应免除分包商按照分包合同要求完成分包工程的责任。承包商有权要求分包商对不符合标准或被证明不合格的部分进行补救或返工，或要求分包商更换不合格的材料和设备，或更换不合格或不称职的分包商人员，包括分包商代表。如果承包商要求更换分包商人员，分包商应在 7 天内相关继任者到位，移交时间不少于 15 天。

According to the Subcontractor's written request and plan, the Contractor shall organize communication and negotiation with respect to design, technology and construction between the Subcontractor and the Employer and/or General Contractor or its representative, and make arrangement for the Subcontractor to participate in the working meetings regarding the design and execution of various works interfaces organized by the Employer and/or General Contractor.
根据分包商的书面要求和计划，承包商应组织分包商与雇主和/或总包商或其代表就设计、技术和 施工进行沟通和谈判，并安排分包商参加雇主和/或总包商组织的备工程接口设计和施工工作会议。

The Contractor shall facilitate the work connection and coordination between the Subcontractor and other working parties so that the Subcontractor can proceed smoothly according to the approved design and construction plans.
承包商应促进分包商与其他工作方之间的工作联系和协调，以便分包商能够按照批准的设计和施工计划顺利进行。

In the event of a standstill or suspension of works that are caused by the fault of the Contractor, all costs are borne by the Contractor. In the event of a standstill or suspension of works that are caused by the fault of the Subcontractor, all costs are borne by the Subcontractor. If the project is suspended or suffers losses due to the responsibility of the Employer and/or General Contractor or a third party during the construction process, both Parties are responsible for r their own costs and losses.
如果由于承包商的过失导致工程停顿或暂停，所有费用由承包商承担。如果由于分包商的过失导致工程停顿或暂停，所有费用由分包商承担。在施工过程中，因雇主和/或总包商或第三方责任造成工程暂停或损失的，双方应各自承担费用和损失。

If the subcontractor's construction progress cannot meet the requirements of a dynamic plan or contractor, the contractor has the right to unilaterally require the subcontractor without the subcontractor's consent: 1. Increase the number of
workers, arrange workers to work overtime, increase construction machinery or other construction resources, and do not increase the contract price; 2. Reduce the subcontractor's work content 创1d contract price; 3 Introduce other subcontractors for joint construction, and the newly increased construction cost of subcontractors shall be borne by the subcontractors;
如果分包商的施工进度不能满足动态计划或者承包商的要求，承包商有权利在不经过分包商同意的前提下，单方面要求分包商：1、增加工人数量、安排工人进行加班 增加 施工机械或某他施工资源，并且不增加合同价格；2、减少分包商的工作内容和合同价格； 3、引入其他分包商共同施工，新增加的分包商施工成本由分包商承担；

Article 18.Responsibilities, rights and obligations of subcontractor 分包商的责任、权利、义务

18.1The Subcontractor shall execute and complete the Subcontract Works with due care and diligence, and to remedy any defects therein in accordance with the Subcontract and with the Contractor 's instructions, and to bear all risks in relation thereto, abide by all obligations and responsibilities stipulated in the specification and conditions of the Main Contract as well as in other documents forming part of the Main Contract and the Subcontract.
分包商应尽职尽责地执行及完成分包工程 ，并按照分包合同和承包商的指示修补其中的任何缺陷，并承担与之相关的所有风险，遵守规范书和主合同条件以及构成主合同和分包合同一部分的其他文件中规定的所有义务和责任。

18.2The Subcontractor shall commence the execution of the Subcontract Works as soon as reasonably practicable after the Commencement Date of Subcontract, and shall then proceed with the Subcontract Works with due expedition and without delay.
分包商应在分包合同生效日期后，在合理可行的范围内尽快开始分包工程的执行，然后应尽快且毫不拖延地继续分包工程。

18.3The Subcontractor shall complete the whole of the Subcontract Works, and each Section (if any), within the Time for Completion for the Subcontract Works or Section (as the case may be), including:
分包商应在分包工程或分项工程（视情况而定）的竣工时间内完成整个分包工程和各分项工程（如有），包括

18.4Achieving the passing of the Tests on Completion, and
通过竣工试验，以及

18.5Completing all works which are stated in the Subcontract as being required for the Subcontract Works or Section to be considered to be completed for the purposes of taking over.
完成分包合同中规定的分包工程或分项工程需要完成的所有工程，以便接收。

18.6The Subcontractor shall execute Subcontract Works in accordance with the Design for Execution of Works and with technical documentation provided by the Contractor.
分包商应根据工程实施设计和承包商提供的技术文件执行分包工程。

18.7The Subcontractor shall provide the equipment, all the staff, goods, consumables and all other items and services, whether temporary or permanent, which are necessary for execution, completion, and removal of defects.
分包商应提供设备、所有员工、货物、消耗品和所有其他项目和服务，无论是临时的还是永久的，这些是执行、完成和消除缺陷所必需的。

18.8The Subcontractor shall be responsible for adequacy, stability, and safety of all works at the construction site and all methods of execution of the Subcontract Works.
分包商应负责施工现场所有工程的充分性、稳定性和安全性，以及分包工程的所有施工方法。

18.9The Subcontractor shall, whenever required by The Contractor, submit details of the arrangements and methods which the Subcontractor proposes to adopt for the execution of the Subcontract Works. No significant changes in those arrangements and methods shall be made without this having previously been approved in writing by the Contractor. If the Subcontractor submits to the Contractor a written proposal including a change in the design of part of the Permanent Works, he shall design this part in respect thereof and comply with the relevant provisions of the Main Contract and Subcontract.
分包商应在承包商要求时，提交分包商为执行分包工程拟采用的安排和方法的详细信息。未经承包商事先书面批准，不得对这些安排和方法进行重大变更。如果分包商向承包商提交一份书面建议书，其中包括永久性工程部分设计的变更，则分包商应就此部分进行设计，并遵守主合同和分包合同的相关规定。

18.10The Subcontractor shall act in line with the orders issued by the Contractor or his representative regarding any issue related to the Subcontract Works.
分包商应按照承包商或其代表就与分包工程有关的任何问题发布的命令行事。

18.11The Subcontractor shall take instructions only from the Contractor regardless, whether such instructions are given in writing or orally. If the instructions are given orally, the Subcontractor shall confirm the instructions in Writing within 48 hours subsequently. The Contractor shall have the equivalent authority to give instructions in relation to the Subcontract Works as the Engineer has the authority to give instructions in relation to the Main Works under the Main Contract. The Subcontractor should abide by obligations and comply therewith and shall have the equivalent right in relation thereto as the Contractor, and shall be exercisable in any case irrespective of whether the Engineer has exercised equivalent authority in relation thereto under the Main Contract.
分包商应仅接受承包商的指示，无论此类指示是以书面还是口头形式发出的。如果是口头指示，分包商应在随后 48 小时内以书面形式确认指示。承包有有权就分包工程发出 指示，如同工程师有权根据主合同就主要工程发出指示一样。分包商应遵守和遵守义务，并应享有与承包商同等的权利，且在任何情况下均可行使，无论工程师是否已根据主合同行使了与此相关的同等权力。

18.12The Subcontractor shall perform all the Subcontract Works in line with the Law on Planning and Construction and Law on Railway Safety and Law on Railway Interoperability and other relevant laws and regulations of the Republic of Serbia and technical documentation, and pursuant to valid technical regulations, standards and norms.
分包商应根据塞尔维亚共和国规划和施工法、铁路安全法、铁路互操作性法和其他相关法律法规和技术文件，并根据有效的技术法规、标准和规范执行所有分包工程。

18.13If errors, omissions, ambiguities, inconsistencies, inadequacies or other defects are found by the Subcontractor, especially in technical documentation, the Subcontractor shall give prompt notice to the Contractor about any error, omission, fault or other defect. The Subcontractor shall have been deemed to be acquainted with all relevant matters and that he has resolved any possible related issue before Sign the Subcontract.
如果分包商发现错误 遗漏、含糊不清、不一致、不足或其他缺陷，特别是在技术文件中，分包商应立即通知承包商任何错误、遗漏、错误或其他缺陷。分包商应被视为熟悉所有相关事宜，并在签署分包合同前已解决任何可能的相关问题。

18.14The Subcontractor is aware that any delay of his work may result in the delay of other subcontractors' works and the delay of the Main Works, and therefore, the Subcontractor undertakes to complete all of the Subcontract Works and perform all of its activities with due expedition, in due time and in accordance with the Dynamic plan of the Project as detem1ined under the Main Contract and the Contractor 's instructions regarding coordination and harmonization of different subcontractors' works.
分包商要清楚，其工作的任何延误可能导致其他分包商工作的延误和主要工程的延误，因此，分包商承诺在适当的时间内，按照项目的动态计划，以适当的速度完成根据主合同和承包商关于合作和协调不同分包商工程的指示确定的所有分包工程和执行其所有活动。

18.15The Subcontractor shall pay all duties and levies relating to the signing and formation of the Subcontract if it is required by any relevant authority in the Republic of Serbia.
如果塞尔维亚共和国任何有关当局要求，分包商应支付与分包合同的签署和形成有关的所有关税和税款。
18.16The Subcontractor shall submit to The Contractor within 7 days from the date of the conclusion of the Subcontract:
分包商应在分包合同签订之日起 7 天内向承包商提交：

18.16.1Mobilization Plan of Machinery and Equipment on the construction site;
人力资源动员计划

18.16.2Plan for procurement of necessary Materials;
施工现场机械设备进场计划；

18.16.3Monthly based financial plan for the execution of works;
工程实施的月度财务计划；

18.16.4Site Organization Chart for construction of Subcontract Works;
分包工程施工现场组织机构图
18.16.5QA & QC plan;
质量保证和质量控制计划；

18.16.6Method statement of construction of Subcontract Works;
分包工程施工方案；

14.14 Subcontractors are obliged to conduct civilized and environmentally friendly construction and ensure that indicators such as noise, waste water, dust, and toxic substances generated during the construction review the relevant Serbian regulations; otherwise, government penalties or third-party claims against the contractor caused by the construction shall be entirely covered by The contractor is responsible, and the contractor has the right to double the penalty on the subcontractor.

分包商有文明、环保施工的义务，保证施工产生的噪声、废水、扬尘、有毒物质等指标符合塞尔维亚相关规定，否则，由此引起的政府处罚或第三方对承包商的索赔，全部由分包商承担，且承包商有权对分包商予以加倍处罚。

14.15 If requested by the contractor, the subcontractor is obliged to provide company information and contact phone number of the subcontractor (if any), material supplier, equipment supplier, machinery leaser used by the subcontractor;
如果承包商要求，分包商有义务提供分包商所使用的分包商（如果有）、材料供应商、设备供应商、机戒租赁商的公司信息、联系电话；

Article 19. Subcon tractor's Equipment 分包商的设备

All necessary equipment for the execution of the Subcontract Works shall be provided by the Subcontractor at its expenses. The quantity of equipment should meet the rate of progress, safety and quality standards required by the Contractor.
执行分包工程所需的所有设备应由分包商自费提供。设备数量应符合承包商要求的进度、安全和质量标准。

All operating personnel must have adequate driving licenses for listed machinery and equipment The Subcontractor shall replace or fix broken parts from any of the equipment used on the site and comply with equipment regulation of Contractor.
所有操作人员必须持有所列机械和设备的足够驾驶执照。分包商应更换或固定现场使用的任何设备的损坏部件，并遵守承包商的设备规定。

The Subcontractor is responsible for all of its equipment. Upon its arrival at the construction site, the equipment of the Subcontractor is deemed to be used exclusively for execution of the Subcontract Works. The Subcontractor may not remove from the construction site any greater portion of the Subcontractor's equipment without prior approval from the Contractor. However, approval is not necessary for vehicles used for transport of goods and staff of the Subcontractor outside the construction site. Those vehicles must, in all, correspond to conditions provided for vehicles that participate in the public transport of the Republic of Serbia.
分包商对其所有设备负责。分包商的设备到达施工现场后，将被视为专门用于执行分包工程。未经承包商事先批准，分包商不得从施工现场移走任何较大的分包商设备。但是，用于在施工现场外运输货物和分包商工作人员的车辆不需要批准。这些车辆必须符合塞尔维亚共和国公共交通车辆的条件。

Article 20. Safety Procedures. 安全程序

The Subcontractor is obliged, at his own expense:
分包商有责任确保，费用自担；

20.1 1 To act in line with all the relevant safety regulations,
按照所有相关安全规定行事

20.2 To take care about the safety of all people having the right to be at the construction site,
保护所有有权进入施工现场的人员的安全，

20.3 To make sure there are no unnecessary obstacles at the construction site and the works so that those persons are not exposed to dangers,
确保施工现场和工程中没有不必要的障碍物，以免这些人员暴露在危险中，

20.4 Before the Employer and/or General Contractor takes over the subcontracted project, the subcontractor shall be responsible for on-site care within the scope of the subcontracted project, provide necessary security measures, and prohibit unauthorized persons from entering the site. Provide fences, lighting, supervision, and protection for subcontracted projects, and ensure in an appropriate ma111er that the executed works, equipment, and materials will not rot, damage, remove or destroy before construction begins. If the subcontractor fails to take relevant care measures, resulting in the theft or destruction of on-site facilities, property, and projects, the subcontractor is responsible for compensating the losses of the relevant parties.
在雇主和/或总包商接管分包工程前，分包商应负责分包工程范围内的现场照管，提供必要的安保措施，禁止无关人员进入现场。为分包工程提供圈栏、照明、监督和防护，并以适当方式确保和保护已执行的工程、设备和材料在施工开始前不会腐烂、损坏、移除或破坏。如因分包商未采取相关照管措施，导致现场设施、财产、工程被偷盗或破坏，由分包商负责赔偿相关方的损失。

20.5 To secure all temporary works (including roads, pedestriru1paths, guards and fence) which are necessary for execution of the Subcontract Works for the purpose of use and protection of passers-by and owners and users of the adjoining land.
确保执行分包工程所需的所需临时工程（包括道路、人行道、警卫和围栏）的安全，以供过路人、相邻土地的所有者和使用者使用和保护。

Article 21. Health and Safety 健康和安全

Precautions shall be taken by the Subcontractor to ensure the health and safety of his staff and labor. The Subcontractor shall, in collaboration with and to the requirements of the local health authorities, ensure that medical staff, first aid facilities, sick bay and ambulance service are available at the accommodation and on the Site at all times, and that suitable arrangement is made for all necessary welfare and hygiene requirements and for the prevention of epidemics.
分包商应采取预防措施，确保其员工和劳工的健康和安全。分包商应与当地卫生当局 合作并按照其要求，确保在住宿地和现场随时提供医务人员、急救设施、医务室和救护车服务，并为所有必要的福利和卫生要求以及预防流行病。

The Subcontractor is obliged to implement the prescribed measures for safety and health of the personnel engaged on the site.
分包商有义务实施规定的现场人员安全相健康措施。

The Subcontractor is obliged to implement activities in connection with the application of the measures for elimination of the risk of injury or damage to the health of the employees, as well as to inform its personnel about those risks and measures for their elimination
分包商有义务实施与应用消除员工受伤或健康损害风险的措施有关的活动，并将这些风险及其消除措施告知其人员

The Subcontractor shall appoint the person who will carry out the rights and duties for implementation of measures which ensure health and safety of the Subcontractor 's personnel on the construction Site, in accordance with the Articlel9 of the Law on health and safety at work (Official Gazette of the Republic of Serbia no.101/2005 and 91/2015 and 113/2017).
分包商应根据 《工作健康与安全法》 第四条的规定，指定执行确保分包商人员在施工现场健康和安全措施的权利和义务的人员 塞尔维亚共和国官方文件 no. 101 /2005, 91/2015 and 113/2017).

The Subcontractor undertakes, during the execution of the Works, to comply with the existing

regulations and measures of health and safety at work and to provide accordingly the measures of personnel protection. If within the time frame of this Subcontract some accident or damage occurs in relation to the personnel engaged by the Subcontractor, all claims in connection with compensation of damages will be resolved by the Subcontractor at their own cost within mutual relation between the Subcontractor and his personnel. The Subcontractor or his personnel shall not have or raise any demands or claims against the Contractor on these grounds.
分包商在工程执行过程中承诺遵守现行的工作中的健康和安全条例和措施，并据此提供人员保护措施。如果在本分包合同的期限内，分包商雇用的人员发生事故或损害，与损害赔偿有关的所有索赔将由分包商在分包商与其人员之间的相互关系内自费解决。分包商 或其人员不得基于这些理由向承包商提出任何要求或索赔。

Regarding the health and safety at work the Subcontractor shall:
关于工作的健康和安全分包商需要：

Notify the relevant authority about the commencement of the Subcontract Works;
通知相关当局分包工程的开始；

Prepare the act on application of measures of safety at work;
制定关于实施工作安全措施的法案

Train his personnel for the safe work;
对其人员进行安全工作培训；

Deliver to the Contractor the list of their personnel, keep the list constantly updated and regularly deliver such updated lists to the Contractor. The list should contain the general data about the personnel and about their position at work, as well as the certificate of their training for the safe work;
向承包商提交人员名单，不断更新名单，并定期向承包商提交更新名单，清单应包括人员的一般资料和工作岗位，以及安全工作培训证书；

Ascertain the psychological and physical ability of the personnel before engaging them to work in special conditions;
在雇用人员在特殊条件下工作之前，确定他们的心理和身体能力；

Comply in all with the instructions of the health and safety coordinator regarding the health and safety of the engaged personnel;
遵守健康和安全协调员关于受聘人员健康和安全的所有指示；

Maintain and keep in order and good condition machinery, equipment, and tools. All equipment and tools used for the execution of the Works must have proper valid certificate, handed over to the Contractor prior to the commencement of Subcontract Works. Prior to the commencement of the Subcontract Works, the Subcontractor shall inform in writing the Contractor about the date on which the new construction equipment will arrive on the Site.
维护和保持机器、设备和工具的正常状态。用于执行工程的所有设备和工具必须有适当的有效证书，并在分包工程开始前移交给承包商。在分包工程开始前，分包商应以书面形式通知承包商新施工设备到达现场的日期。

The Subcontractor is obliged to take care of the implementation of fire protection measures within the operations that it carries out at the part of the Site where the Subcontract Works under this Subcontract shall be executed. During the execution of the Works, the Subcontractor is obliged to act in accordance with the instructions of the person in charge with respect view to fire prevention.
分包商有义务在其在现场执行本分包合同页下分包工程部分的作业范围内，注意防火措施的实

施。在工程实施期间，分包商有义务按照负责人关于防火的指示行事。

The Contractor is required to ensure that Subcontract Works are carried out in that way that conditions that endanger the health and safety of the staff are prevented and in order to maintain a safe environment to monitor these conditions. If the Subcontractor does not comply with the instructions of the authorized person of the Contractor (the person for safety and health at work, coordinator for health and safety at work and the person for fire protection) can be sanctioned with the amount of 100 € - 1000 €, depending on whether the consequences of non-compliance instructions can cause serious accident at work.
承包商应确保分包工程的实施能够防止危及员工健康和安全的情况，并保持一个安全的环境来监测这些情况。如果分包商不遵守承包商授权人员（工作中的安全和健康人员、工作中的健康和安全协调员以及消防人员）的指示，根据不遵守指示的后果，可能导致严重伤害或工作事故，可处以100 欧元 至1000 欧元的罚款。

Article 22. Safety Officer and relative report. 安全工作人员和相关报告

The Subcontractor shall hire officers in charge of safety at work at the construction site, who would be responsible for safety and protection from accidents. That person must follow the instructions from the Contractor's safety officer and possess appropriate qualifications and authorizations to issue orders and undertake measures for the prevention of accidents. The Subcontractor is obliged to provide to that person, for the duration of the execution of the Subcontractor works, everything he may require in order to perform his duties. The Subcontractor is obliged to inform the Contractor 's safety officer regarding the occurrence of any accident without a delay. In addition, the Subcontractor shall submit to the Contractor and Financier and/or Employer and/or General Contractor a detailed report on every accident within the 24 (twenty-four) hours after the accident occurs. The Subcontractor shall keep records and submit reports related to health, safety, and damage caused to property, at the request of the Engineer or Contractor.
分包商应雇佣负责施工现场安全工作的人员，负责安全和防止事故的发生。该人员必须遵守承包商安全员的指示，并具有适当的资格和授权，以发布命令和采取措施防止事故。分包商有义务在分包工程实施期间向该人提供其履行职责所需的一切。分包商有义务立即通知承包商的安全员任何事故的发生。此外 分包商应在事故发生后 24 （二十四） 小时内向承包商、融资方和 / 或雇主和 / 或总包商提交一价详细的事故报告。分包商应根据工程师或承包商的要求，保存记录提交有关健康、安全相对财产造成损害的报告。

Article 23. Dynamic construction plan and Defect Notification period. 动态施工计划及缺陷通知期

The Subcontractor shall commence the Subcontract Works within 2 days after the Subcontract enters into force.
分包商应在分包合同生效后的 2 天内开始分包工程

The Subcontractor shall commence and complete the Subcontract works according to the Dynamic construction plan which is approved by the Contractor. The extension of construction period shall conform to the relevant terms and conditions defined in the Main Contract and shall be approved by the Employer and/or General Contractor, the Contractor or its representative.
分包商应根据承包商批准的动态施工计划开始和完成分包工程。延长工期应符合主合同规定的有关条款和条件，并应得到雇主和/或总包商、承包商或其代表的批准。

Duration of the Defects Liability Period shall start from Taking Over of the first Sub-section and end

1(one) year after the Taking Over of the last Sub-section.
缺陷责任期的持续时间应从第一站的接收开始，到最后一站的接收后 1（一）年 结束。

The warranty period for as-built works and removal of defects which are the consequence of errors in execution of works is 5 (five) years counting from the date the Taking-over Certificate of Works which the Employer and/or General Contractor issued. This period includes the Defect Notification Period. In this period The Subcontractor must remove all defects and its consequences, which have resulted from the Subcontractor's errors in execution of Subcontract Works. The built-in equipment shall have the manufacturer 's warranty period.
竣工工程和因工程施工错误而导致的缺陷清除的保修期为5（五）年，自雇主和/或总包商颁发工程接收证书之日起计算。此期间包括缺陷通知期。在此期间，分包商必须消除由于分包商在执行分包工程时的错误而导致的所有缺陷及其后果。内置设备应具有制造商的保修期。

Any deficiency in the fulfillment of the subcontracted works shall be rectified by the Subcontractor at its own expense. The Subcontractor shall be free to choose the manner of rectifying the deficiency, while the rectification of the itself is the exclusive request of the Contractor.
分包工程实施中的任何缺陷应由分包商自费纠正。分包商应自由选择纠正缺陷的方式，而纠正缺陷本身是承包商的唯一要求。

Should the Contractor consider himself to be entitled to any payment under any Article of the Subcontract, and/or to any extension of the Defects Notification Period, and/or if the Financier and the Employer and/or General Contractor considers himself to be entitled to any payment, and/or to any extension of the Defects Notification Period under the Main Contract due to reason which fall within the Subcontractor 's sphere of responsibility, the Contractor or the Contractor 's Representative shall give notice and thereafter particulars to the Subcontractor. The notice shall be given as soon as practicable after the Contractor became aware of the event or circumstances giving rise to the claim. A notice relating to any extension of the Defects Notification Period shall be given before the expiry of such period. The particulars shall specify the Article or other basis of the claim, and shall include substantiation of the amount and/or extension to which the Contractor considers him to be entitled in connection with the Subcontract.
如果承包商认为自己有权根据分包合同的任何条款获得任何付款和 / 或缺陷通知期的任何延长，或如果融资方及雇主和/或总包商认为自己有权获得任何付款，和 / 或由于分包商责任范围内的原因导致主合同项下缺陷通知期的任何延长，承包商或承包商代表应向分包商发出 通知，并随后提供详情。通知应在承包商意识到引起索赔的事件或情况后，在切实可行的范围内尽快发出。关于缺陷通知期的任何延长的通知应在该期限届满前发出。详情应指明索赔的条款或其他依据，并应包括承包商认为其有权获得的与分包合同有关的金额和 / 或 延期的证明。

Contractor 's Representative shall then proceed to agree or determine:
承包商代表应同意或决定：

1 The amount (if any) which The Contractor or the Financier and the Employer and/or General Contractor is entitled to be paid by The Subcontractor, and/or
分包商有权向承包商或融资方和雇主和 / 或总包商支付的金额（如有 ，和 / 或

2 The extension (if any) of the Defects Notification Period.
缺陷通知期的延长（如有）。

This amount may be included as a deduction in the Interim/Final Payment Certificates. The Contractor shall only be entitled to set off against or make any deduction from an amount certified in an

Interim/Final Payment Certificate, or to otherwise claim against the Subcontractor, in accordance with this Article.
此金额可作为期中 / 最终付款证书中的扣除额。根据本条规定，承包商有权抵消或从期中 / 最终付款证书中证明的金额中扣除，或以其他方式向分包商提出索赔。

The Subcontractor will be entitled to an extension of time for completion if the Engineer approved to the Contractor an extension of his time for completion of the Main Works.
如果工程师批准承包商延长其主要工程的竣工时间，分包商将有权延长竣工时间。

Article 24. Damages for Delay. 延误造成的损失

If the Subcontractor does not fulfill its obligation in the agreed deadline, he shall be obliged to pay to the Contractor a Delay Damages. The amount of Delay Damages is 0,1% (zero point one) of the Accepted Subcontract Amount for the Subcontract Works and it shall be paid for every day which goes by between the agreed deadline for completion and the date stated in the Taking-over Certificate. However, the total amount of Delay Damages due to under this paragraph shall not exceed the maximum 10% of the total Subcontract Price for the Subcontract Works.
如果分包商未能在约定的期限内履行其义务，则分包商有义务向承包商支付误期损害赔偿金。误期损害赔偿金的金额为分包工程接受分包合同金额的0.1%（百分之零点一），应在约定的竣工期限和接收证书载明的日期之间的每一天支付。但是，本款项下的延迟损失总额不得超过分包工程总分包价格的 10%

It is necessary that the Contractor gives special notice to the Subcontractor in order to collect Delay Damages.
承包商有必要向分包商发出特别通知，以收取误期损害赔偿金。
These damages shall not relieve the Subcontractor from its obligation to complete the Subcontract Works or any other obligations or responsibilities from the Subcontract.
这些损害赔偿不应免除分包商完成分包工程的义务或合包合同规定的任何其他义务或责任。

The Contractor may deduct the amount of any penalty from any monies due or to become due to the Subcontract according to the article 23. In addition to the Delay Damages, the Contractor shall be entitled to exercise any and all other remedies in his favor, including without limitation, the right to recover damages arising from the delay of the Subcontractor.
根据第 23 条，承包商可从分包合同到期或将到期的任何款项中扣除任何罚金。除误期损害赔偿金外，承包商有权行使任何和所有其他有利于其的补救措施，包括但不限于收回因分包商误期造成的损害赔偿金的权利。

The final amount of Delay Damages shall be established at the moment of issuance of Taking-over Certificate. Until this moment the application of Delay Damages shall be provisional.
误期损害赔偿金的最终金额应在签发接收证书时确定。在此之前，延迟损害赔偿金的适用应为临时性的。

The Contractor and/or the Engineer may at any time instruct he Subcontractor to suspend progress of part or all of the Subcontract Works at any time. During the suspension, the Subcontractor shall protect, store and secure such part or the Subcontract Works against any deterioration, loss or damage.
承包商和工程师可随时指示分包商暂停部分或全部分包工程的进度。在暂停期间，分包商应保护、储存和保证该部分或分包工程不受任何损坏、损失或损害。

The Contractor and/or the Engineer may.also notify the cause of the suspension. If and to the extent that the cause is notified and is the responsibility of the Subcontractor all cost of suspension work

shall be borne by the Subcontractor.
承包商和／或工程师也可通知暂停的原因。如果且在一定程度上通知了原因并由分包商负责，则暂停工作的所有费用应由分包商承担。
If the Subcontractor suffers delay and/or cost incurs from complying with the Engineer 's instructions of Suspension of the Subcontract works, the Subcontractor shall give notice to the Contractor. After receipt of such notice, the Contractor submits equivalent related notice to the Engineer, in accordance with Main Contract. Only if the Engineer agrees or determines suffered delay and/or incurred cost in relation to the Subcontract Works, and to the effect of these changes were accepted by the Financier and Employer and/or General Contractor, the Subcontractor will be entitled to such amount of costs and of extension of his time for completion of the Subcontract Works. Otherwise, The Subcontractor shall not be entitled to claim an extension of time and/or any cost under this Article.
如果分包商因遵守工程师关于暂停分包工程的指示而遭受延误和/或产生费用，分包商应通知承包商。承包商收到此类通知后，根据主合同向工程师提交同等的相关通知。只有当工程师同意或确定分包工程的延误和／或费用，且这些变更已被融资方和雇主和／或总包商接受时，分包商才有权获得此类费用和延长其完成分包工程的时间。否则，分包商无权根据本条要 求延期和／或任何费用。

Article 25. Quality Assurance质保

The Subcontractor shall institute a quality assurance system to demonstrate compliance with the requirements of the Main Contract and the Subcontract. The system shall be in accordance with the details stated in the Main Contract and the Subcontract. The Engineer, the Contractor and the Contractor's representative shall be entitled to audit any aspect of the system.
分包商应建立质量保证体系，以证明其符合主合同和分包合同的要求。系统应符合主合同和分包含同中规定的细节。工程师、承包商和承包商代表有权对系统的任何方面进行 审计。

The quality assurance system shall ensure
质量保证体系应确保

that all materials and equipment delivered to Site are traceable as compliant with the Specification, Design for execution and Serbian standards
交付至现场的所有材料和设备均符合规范、执行设计和塞尔维亚标准

Procedures for checking compliance and filing of compliance certificates are included
b 包括合规检查和合规证书归档程序
That an electronic and paper filing system for storing all certificates with delivery dates are included.
包括一个电子和纸质归档系统，用于存储所有带有交货日期的证书。

Details of all procedures and compliance documents shall be submitted to the Contractor for review first and then submitted to the Engineer for information before each execution stage commencement. When any document of a technical nature is issued to the Engineer and/or the Contractor, evidence of the prior approval by the Subcontractor himself shall be apparent on the document itself.
所有程序和合规性文件的细节应首先提交给承包商审查，然后在每个执行阶段开始前提交给工程师供其参考。当向工程师和／或承包商发布任何技术性文件时，分包商自己事先批准的证据应在文件上清晰可见。

The Subcontractor is obliged to, prior to installation of material and equipment, provide attests, certificates, certificate of origin of goods and other documents in accordance with the laws and regulations of the Republic of Serbia and submit to the Contractor for review first, and then submit to the Engineer.

分包商有义务在安装材料和设备之前，根据塞尔维亚共和国的法律和法规提供证明、证书、货物原产地证书和其他文件，并首先提交给承包商审查，然后提交给工程师

Compliance with the quality assurance system shall not relieve the Subcontractor of any of its duties, obligations, or responsibilities under the Subcontract.
遵守质量保证体系不得免除分包商在分包合同下的任何职责、义务或责任。

Article 26. Insurance.保险

The Subcontractor shall, within 28 days from the day of coming into force of this Subcontract, submit to the Contractor:
分包商应在本分包合同生效之日起 28 天内向承包商提交

evidence that the insurance has been affected, and
a 保险已生效的证据，以及

copies of the policies for the insurances.
保险单副本

Each policy insuring against loss or damage shall provide for payments to be made in the currencies required to rectify such loss or damage. Payments received from insurers shall be used for the rectification of such loss or damage.
每一份承保损失或损害的保险单应规定以纠正此类损失或损害所需的货币付款。承保人支付的款项应用于纠正此类损失或损害。

If the subcontractor fails to apply for and maintain any insurance required by the subcontract, the contractor may perfrom1: 1. Apply for the relevant insurance on behalf of the subcontractor, and such payment shall be deducted by the contractor from any amount of the subcontractor; 2. If any matter related to the security claim occurs, the subcontractor shall bear the liability for compensation to itself and all third parties, and shall not have the right to claim against the contractor;
如果分包商未能办理并保持分包合同要求的任何保险，承包商可以执行：1、代替分包商办理相关保险，此类付款应由承包商从分包商的任何款项中扣除；2、如果发生任何与安全索赔有关的事项后，分包商应承担对自身及所有第三者的赔偿责任，并无权向承 包商进行索赔；

Article 27. Commencement of Works. 工程开工

The Subcontractor shall commence execution of Subcontract Works on the specific date (see article 23) after he receives a notice to this effect from the Contractor, which shall be issued immediately after the Contractor receives the equivalent notice of commencement from Financier and Employer and/or General Contractor and/or the Engineer provided that the following requirements are fully met:
分包商应在收到承包商就此发出的通知后的特定日期（见第23条规定）开始执行分包工程，在承包商收到融资方、雇主和 / 或总包商和 / 或工程师发出的同等开工通知后，应立即发布，前提是完全满足以下 要求：

the Financier and Employer and/or General Contractor have duly given the Contractor full access and possession of the construction site, on the location where the Subcontract Works are to be executed;
融资方和雇主和 / 或总包商已正式给予承包商在执行分包工程地点的施工现场的完全访问权和占有权；

Contractor has obtained all necessary approvals and all permits and licenses which are required in

accordance with law, for the execution of Subcontract Works;
承包商已获得执行分包工程所需的所有必要批准以及法律要求的所有许可证和执照；

Contractor has prepared Design for Execution of works encompassing Subcontract Works;
承包商已准备好执行包括分包工程在内的工程的设计；

Article 28. Takeover. 接收

When the Subcontractor completes the Subcontract Works before the issue of a Taking-Over Certificate in respect of the Main Works, the Subcontractor shall continue to maintain the Subcontract Works in the condition required by the Main Contract to the satisfaction of the Contractor and Engineer. After the completion of the Subcontract Works or such sub-section or sub-sections taken over by Engineer through RIA, qualified testing report, quality package or other documents required by the Engineer, the Subcontractor shall hand them over to The Contractor in order to proceed with the execution of Superstructure Works.
当分包商在签发主体工程接收证前完成分包工程时，分包商应继续保持分包工程在主体合同要求的条件下，使承包商和工程师满意。在分包工程或工程师通过RIA、合格试验报告、质量包，或工程师要求的其他文件接管的此类分项工程完工后，分包商应将其移交给承包商，以便继续上部结构工程的施工。

The Subcontractor shall remedy every defect therein from whatever cause arising until a Taking-Over Certificate is issued in respect of the Main Works or such Section or Sections. The Subcontractor shall not be entitled to any additional payment for so doing unless such defect is caused by the act or default of the Subcontractor, his agents, servants, or workmen under the other subcontracts.
分包商应在签发有关主体工程或此类区段的接收证书之前，从任何原因弥补其中的每一缺陷。除非此类缺陷是由分包商、其代理人、雇员或工人在其他分包含同下的行为或违约造成的，否则分包商无权获得任何额外付款。

When the Employer and/or General Contractor is about to accept the Main Works or such Section or Sections relevant to the Subcontract Works, the Subcontractor is obliged to cooperate with the Contractor and/or other authority and to act according to all the requirements from the Contractor and/or other authority.
当雇主和／或总包商即将接受主体工程或与分包工程有关的一个或多个部分时，分包商有义务与承包商和 或其他当局合作，并按照承包商和／或其他当局的所有要求行事。

Unless otherwise stated, the Taking Over by the Employer and/or General Contractor shall be carried out in accordance with Articles 12.3 &21&22 and relevant articles of the Main Contract.
除非另有说明，雇主和／或总包商的接管应按照主合同第12.3条、21条、22条等相关条款的规定进行。

After the Taking-Over Certificate is issued in respect of the Main Works or of the Section or Sections thereof in which the Subcontract Works are comprised, as the case may be, the Subcontractor shall remedy any defects in the Subcontract Works as the Contractor is liable to remedy under the Main Contract for the equivalent period and otherwise upon the equivalent term as the Contractor is liable to do under the Main Contract.
在就主体工程或构成分包工程的一个或多个区段（视属何情况而定）发出接收证书后，分包商应在分包工程中修补任何缺陷，如同承包商在主合同下有责任在同等期限内进行修补一样 或按照承包商在主合同下有责任在同等条件下进行修补一样。

Article29.Variations and adjustments. 变化和调整

The Subcontractor shall only make such variations of the Subcontract Works, whether by the way of alteration, addition, or omission, as may be instructed by:
分包商只能按照以下指示，通过变更、添加或省略的方式对分包工程进行变更：

the Engineer or the Financier and/or the Employer and/or General Contractor under the Main Contract and notified and confirmed as an instruction to the Subcontractor by the Contractor, or
主合同下的工程师或出资人和 / 或雇主和 / 或总包商，并由承包商通知并确认给分包商的指示，或

after the Contractor's written Request for Proposal for additional works, the Subcontractor's submission of the Proposal and the Contractor's acceptance of the Subcontractor's Proposal (offer) for such additional works.
在承包商提出额外工程建议书的书面请求后，分包商提交建议书，承包商接受分包商关于此类额外工程的建议书（报价）。

Any instruction relating to the Subcontract Works which is given by the Engineer or the Financier and/or Employer and/or General Contractor under the Main Contract and constitutes a variation there under shall be deemed to constitute a variation of the Subcontract Works, if notified and confirmed by The Contractor in accordance with paragraph 1 of this Article. The variation is agreed upon by signing a supplemental contract.
如果承包商根据本条第 1款通知并确认，由工程师或融资人或雇主和 / 或总包商根据主合同发出的任何与分包工程有关的指示，构成分包工程的变更，则应视为构成分包工程的变更。变更内容通过签署补充合同来约定。

The Engineer and/or the Contractor issues an order to the Subcontractor related to any change with the condition for recording costs, where the Subcontractor is obliged to confirm the receipt.
工程师和 / 承包商向分包商发出与产生成本条件的任何变更有关的命令，分包商有义务确认收到。

The Subcontractor is obliged to, at the request of the Engineer and/or the Contractor, submit the offers, invoices, confirmations and calculations or receipts as evidence.
应工程师和/或承包商的要求，分包商有义务提交报价、发票、确认书和计算或收据作为证据。

The Subcontractor shall not initiate the change process, Without confirmation by the Contractor.
未经承包商确认，分包商不得发起变更流程。

The Subcontractor shall not act upon an instruction, unconfirmed by the Contractor for the variation of the Subcontract Works which the Subcontractor directly receives from the Financier, Employer and/or General Contractor or the Engineer; Otherwise he shall take full responsibility for his action. If the Subcontractor receives any such direct instruction, he shall forthwith inform the Contractor thereof and shall supply the Contractor with a copy of such direct instruction, if given in writing.
对于分包商直接从融资人、雇主和 / 或总包商或工程师处收到的分包工程变更指示，分包商不得按照承包商未经确认的指示行事；否则，分包商应对其行为承担全部责任。如果分包商收到任何此类直接指示，他应立即通知承包商，并应向承包商提供此类直接指示的副本，如果以书面形式提供。

If the Engineer and/or the Contractor requires a proposal prior to issuing an order for some change, the Subcontractor shall be obliged to respond in writing to the Contractor in the shortest possible time, stating the reasons why he may not accept that request (if that is the case) or by submitting:
如果工程师和 / 或承包商在发出变更令之前要求提交建议书，分包商有义务在最短时间内以书面形式回复承包商，说明其不接受该要求的原因 （如果是这样） 或提交：

The description of the proposed design and/or works which were supposed to be executed and the program of their execution,
拟执行的设计和 / 或工程的说明及其执行程序，

The Subcontractor 's proposal related to the necessary changes to the program in line with the Subcontractor Dynamic Plan and the completion deadline
分包商根据分包商动态计划和完工期限对项目进行必要变更的提议

And the Subcontractor's proposal for correction of the Subcontract Price.
以及分包商的分包价格修正建议

After receiving such a proposal, the Contractor is obliged to respond in the shortest possible time in the form of approval, rejection, or remark according to the Financier and/or Employer and/or General Contractor 's requirement. The Subcontractor shall not postpone any work in expectation of the response.
收到此类建议书后，承包商其义务根据融资方和 / 或雇主和 / 或总包商的要求，在尽可能短的时间内以批准、拒绝或评论的形式作出回应。分包商不得因预期响应而推迟任何工作。

Article 30. Responsibilities for breach of Contract. 违约责任

In case the Contractor does not honor the Subcontract or does not fulfill its obligations as stipulated in the Subcontract, The Contractor shall be liable for breach of Contract and shall compensate the Subcontractor for its economic losses due to the breach.
如果承包商不履行分包合同或者不履行对分包商在合同约定的义务的，应当承担违约责任，并赔偿分包商因此遭受的经济损失。

In case the Subcontractor does not fulfill its obligations specified in the Subcontract or does not fulfill subcontract-specified obligations, the Subcontractor shall be liable for breach of the Contract and shall compensate the Contractor for its economic losses due to the breach.
如果分包商不履行分包合同约定的义务或者不履行分包合同指明的义务的，分包商应当承担违约责任，并赔偿承包商因此遭受的经济损失。

In case the breach of Subcontract due to default of the Subcontractor has caused breach of contract as the Contractor to the Financier and Employer and/or General Contractor which results in fining the Contractor by the Financier and Employer and/or General Contractor, the Subcontractor shall bear the loss suffered by the Contractor as imposed by the Financier and Employer and/or General Contractor.
如果由于分包商的问题相分包商违约引起作为承包商对融资方和雇主和 / 或总包商违约，导致融资方和雇主和 / 或总包商对承包商进行罚款，分包商应承担融资方和雇主和 / 或总包商给承包商造成的损失。

None of the parties shall be responsible for any special, incidental, indirect consequential damage (including but not limited to loss of profits or income, business opportunities or business relations damage, data loss) because of this Contract.

任何一方均不对因本合同或与本合同有关的任何特殊、偶然、间接、后果性损害 （包括但不

限于利润或收入损失、商业机会或业务关系损害、数据损失）负责。

Article 31. Effectiveness and termination of contract. 合同生效与终止

The Subcontract shall become effective when all of the following conditions are cumulatively met:
累计满足下列条件时，分包合同生效：

1) Subcontract is signed by authorized signatures of both parties;
分包合同经双方授权签字；

2) The submission of the Performance Bank Guarantee by the Subcontractor as required hereto, and the effectiveness of the Main Contract.
分包商提交本合同要求提交的履约银行保函，以及主合同的有效性。
3 If the value of this subcontract exceeds 1 million euros, or the cumulative contract value of the contract between the contractor and the subcontractor exceeds 1 million euros) The financier and the Employer and/or General Contractor approve the subcontractor.
（如本分包合同金额超过 100 万欧元，或承包商与分包商签订合同的累计合同额超过 100万欧元）融资人和雇主和/或总包商批准分包商。

The Subcontract shall be canceled or terminated under the following circumstances:
分包合同在下列情况下解除或终止：

1) The Subcontract becomes impossible to be executed due to force majeure;
因不可抗力致使分包合同无法履行的；

2) The Main Contract between the Employer and/or General Contractor and the Contractor is canceled;
总包方业主和/或总包商与承包人的主合同解除；

3) Both Parties agree to cancel the Subcontract.
双方同意解除分包合同。

4 The completion of both Parties' obligations and responsibilities fulfillment.
完成双方的义务和责任。

Article 32. Termination by the Contractor. 承包商终止合同

The Contractor shall be entitled to terminate the Subcontract, in whole or in a part, by 14 days' notice (only one notice is required for termination) due to the following:

由于以下原因，承包商有权提前 14天发出通知 （终止仅需一次通知） 终止分包合同的全部或部分：

32.1 If the Subcontractor is deemed to be unable to pay his debts as they fall due, or enters into voluntary or involuntary bankruptcy, liquidation or dissolution), or becomes insolvent, or makes an arrangement with, or assignment in favor of, bis creditors, or agrees to carry out the Subcontract under a committee of inspection of his creditors, or if a receiver, administrator, trustee or liquidator is appointed over any substantial part of his assets, or if any act is done or event occurs with respect to the Subcontractor or his assets which, under any applicable law, has a substantially similar effect to any of the foregoing acts or events. , or has an execution levied on his goods;
如果分包商被视为无法偿还到期债务，或自愿或非自愿破产、清算或解散），或无力偿债，或与其债权人达成合同或进行有利于债权人的转让，或同意在其债权人审查委员会下执行分包合

同，或如果指定接管人、管理人、受托人或清算人接管其大部分资产，或对分包商或其资产作出任何行为或发生任何事件，根据任何适用法律，该行为或事件与上述任何行为或事件具有实质上相似的影响，或对其货物征收执行费；

32.2 The Subcontractor refuses or neglects to remove defective materials or remedy defective work after being instructed to do so by the Contractor under this Article;
分包商在收到承包商根据本条发出的指示后，拒绝或忽略移除有缺陷的材料或补救缺有缺陷的工程；

32.3 The Subcontractor has failed to provide the Performance Bank guarantee or insurance required under the Subcontract,
分包商未能提供分包合同要求的履约银行保函或保险，

32.4 The Contractor is required by the Engineer or the Employer and/or General Contractor or the Financier to remove the Subcontractor from the Main Works after due notice in writing from the Engineer or the Investor or the Financier to the Contractor in accordance with the Main Contract. Then in any such event, and without prejudice to any other rights or remedies, the Contractor may, by a notice to the Subcontractor, give a reasonable period of time to the Subcontractor to remedy his default. If the Subcontractor fails to do so, the Contractor may by written notice forthwith terminate the Subcontractor 's engagement under the Subcontract. Thereupon, The Contractor may take temporary possession of all materials and other things whatsoever brought on to the Site by the Subcontractor and may, by himself or by any other Subcontractor,
use them for the purpose of executing and completing the Subcontract Works and remedying any defects therein.
工程师或雇主或融资方要求承包商在工程师或雇主和/或总包商或出资方根据主合同向承包商发出适当书面通知后，将分包商从主体工程中移除。在任何此类情况下，在不影响任何其他权利或补救措施的情况下，承包商可向分包商发出通知，给予分包商一段合理的时间来补救其违约行为。如果分包商没这样做，承包商可以书面通知立即终止分包商在分包合同 下的聘用。因此，承包商可暂时占有分包商运至现场的所有材料和其他物昂，并可自行由任何其他分包商使用这些材料和物品，以执行和完成分包工程并修补其中的任何缺陷。

32.5 If the Subcontractor abandons the Works or otherwise plainly demonstrate the intention not to continue performance of his obligations under the Subcontract.
如果分包商放弃工程或以其他方式明确表明不打算继续履行其在分包合同下的义务。

32.6 If the Subcontractor further subcontract the whole of the Subcontract Works or their major part to the third party,
如果分包商将整个分包工程或其主要部分进一步分包给第三方，

32 7 If the Subcontractor- has performed Subcontract Works unsatisfactorily,
如果分包商未能令人满意地执行分包工程，

32.8 If the Subcontractor has late performance of his obligations so that the maximum of Delay damages is accumulated,
如果分包商逾期履行义务，累计延误损失赔偿金到达金额上线

32.9 The contractor is punished by the Employer and/or General Contractor due to the safety problems or construction quality existing in the subcontractor's construction, which seriously affects

the Contractor's corporate reputation
由于分包商施工中存在的安全问题或施工质量，承包商会受到雇主和 / 或总包商的惩罚，严重影响了承包商的企业声誉

32.10 In case of substantial breach by the Subcontractor of the obligations arising out of this Subcontract, any failure by the Subcontractor, to carry out all or part of his obligations under this Subcontract, resulting in such detriment to the Contractor where it is substantially deprived of what he is entitled to expect under this Subcontract, shall be considered as a substantial breach of the Subcontract.
如果分包商严重违反本分包合同规定的义务，分包商未能履行其在本分包合同项下的全部或部分义务，导致承包商在实质上被剥夺其在本分包合同项下应有的权利时受到损害，应视为严重违反分包合同。

32.11 The Contractor may, giving the notice of termination under this Article, take only a part of the Subcontract Works portion, out of the hands of the Subcontractor and may by himself or any other subcontractor execute and complete such part of the Subcontract Works and remedy any defects therein and in such event the Contractor may recover his costs of so doing from the Subcontractor, or deduct such costs from monies otherwise becoming due to the Subcontractor.
承包商可根据本条发出终止通知，从分包商手中取得分包工程部分的一部分，并可自己或任何其他分包商执行和完成该部分分包工程，并修补其中的任何缺陷，在这种情况下，承包商可收回其费用从分包商处扣除，或从应付给分包商的款项中扣除此类费用。

32.12 The Subcontractor guaranties that it has all licenses that are required for the Subcontract Works. If the Subcontractor doesn't have required licenses, the Contractor will have the right to terminate this contract based on this fact.
分包商保证其拥有分包工程所需的所有许可证。如果分包商没有必要的许可证，承包商有权根据这一事实终止本合同。

32.13 As already stated in other terms of this contract
本合同其他条款中已经规定的情况。

Article 33. Force majeure. 不可抗力

Force Majeure shall mean any event beyond the reasonable control of the Contractor or the Subcontractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the contractor effected, and shall include but not limited to:
不可抗力系指超出承包商或分包商（视情况而定） 合理控制范围的任何事件，尽管承包商已采取合理措施，但仍不可避免，包括但不限于：

(a) War, hostilities, or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy, civil war;
战争、敌对行动或好战行动（不论宣战与否）、入侵、外敌行为、内战；

(b) Rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion, terrorist acts;
叛乱、革命、暴动、叛乱、篡夺文武政府、阴谋、暴乱、内乱、恐怖行为；

(c) Confiscation, nationalization, mobilization, commandeering or requisition by or under the order of any government or de jure or de facto authority or ruler or any other act or failure to act of any local

state or national government authority;
由任何政府或法律上或事实上的当局或统治者没收、收归国有、动员、强占或征用，或根据任何地方政府或国家政府当局的命令没收、收归国有、动员、强占或征用，或任何其他作为或不作为；

(d) Strike, sabotage, embargo, import restriction, port congestion, lack of usual means of public transportation and communication,, shipwreck, shortage or restriction of power supply
罢工、破坏 禁运、进口限制、港口拥挤、缺乏通常的公共交通和通讯手段、、海难、电力供应短缺或限制；

(e) Earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning, or other inclement weather condition, nuclear and pressure waves, or other natural or physical disaster;
地震、滑坡、火山活动、火灾、洪水或洪水、海啸 台风或旋风、飓风、风暴、闪电 或其他恶劣天气条件、核和压力波或其他自然或物理灾害

(f) Shortage of labour, materials or utilities where caused by circumstances that are caused by circumstances that are themselves force majeure.
由于本身是不可抗力的情况造成的劳动力、材料或公用设施短缺。
If the parties have agreed in writing that the occurrence of one or some circumstances and / or the consequences caused by them are not considered force majeure, then the circumstances and / or their consequences shall not apply to the force majeure provisions in this subcontract.
若双方已书面约定某一或某些情形的发生及 / 或其导致的后果不视为不可抗力，则该情形及/或其后果不适用于本分包合同中与不可抗力有关的条款
If either party is prevented, hindered, or delayed from or in performing a l ly of its obligations under the Subcontract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within three (3) days after the occurrence of such event.
如果任何一方因不可抗力事件而无法、阻碍或延迟履行其在分包合同下的任何义务，则该方应在该事件发生后三（3）天内以书面形式通知另一方该事件的发生及其情况。

The Party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Subcontract for so long as the relevant event of Force Majeure continues and to the extent that such party 's performance is prevented, hindered, or delayed.
发出此类通知的一方应在相关不可抗为事件持续期间，并在该方的履行受到妨碍、阻碍延迟的情况下，免除履行或准时履行其在分包含同下的义务。

The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect thereof upon its or their performance of the Subcontract and to fulfill its or their obligations under the Subcontract, but without prejudice to either party's right to terminate the Subcontract.
受不可抗力事件影响的一方或多方应尽合理努力减轻不可抗力事件对其履行分包合 同的影响，并履行其在分包合同下的义务，但不影响任何一方终止分包含同的权利。

No delay or nonperformance by either party hereto caused by the occurrence of any event of Force Majeure shall:
任何一方因任何不可抗力事件的发生而造成的延误或不履行本合同的，不得：

Constitute a default or breach of the Subcontract; or
构成对分包合同的违约；或

Give rise to any claim for damages or additional cost or expense occasioned thereby,
引起任何损害赔偿或由此引起的额外费用或开支的索赔，

If and to the extent that such delay or non-performance is caused by the occurrence of an event of Force Majeure.
如果且在一定程度上，此类延迟或不履行是由不可抗力事件的发生引起的。

If the performance of the Subcontract is substantially prevented, hindered or delayed for a single period of more than sixty (60) days or an aggregate period of more than one hundred and twenty (120) days on account of one or more events of Force Majeure during the currency of the Subcontract, the parties will attempt to develop a mutually satisfactory solution, failing which either party may terminate the Subcontract by giving a notice to the other.
如果在分包合同有效期内，由于一个或多个不可抗力事件，分包含同的履行被实质性地阻止、阻碍或延迟超过六十（60）天或总计超过一百二十（120）天，双方将试图制定一个双方部满意的解决方案，否则任何一方均可通过向另一方发出通知终止分包合同。

Article 34. Confidential Information 信息保密

The Contractor and the Subcontractor shall keep confidential and shall not, without the written consent of the other party hereto, disclose to any third party any documents, data or other information furnished directly or indirectly by the other party hereto in connection with the Subcontract regardless of whether such information has been furnished prior to, during or following termination of the Subcontract.
承包商和分包商应保密，未经另一方书面同意，不得向任何第三方披露任何文件以及另一方直接或间接提供的与分包合同有关的数据或其他信息，无论此类信息是否在分包含同终止之前、期间或之后提供。
The Subcontract is confidential to any third party. Without consent in writing by the Contractor, the Subcontractor should not disclose the design documents or shop drawing to any third party. Without the Contractor's consent in writing, the Subcontractor should not disclose any documents or materials related to the Main Contract and the Subcontract to any third party or use it for any other project other than the Project.
分包合同对任何第三方保密。未经承包商书面同意，分包商不得将设计文件或施工图透露给任何第三方。未经承包人书面同意，分包人习习寻将与主合同和分包合同有关的任何文件或资料透露给任何第三方，也不得将其用于工程以外的任何其他工程。

The Contractor shall not use such documents, data and other infromlation received from the Subcontractor for any purpose other than the fulfillment of obligations referred to in this contract. Similarly, the Subcontractor shall not use such documents, data and other information received from the Contractor for any purpose other than the execution of works under this contract or such other work and services as the required for the performance of the Subcontract.
承包商不得将从分包商处收到的此类文件、数据和其他信息用于履行本合同所述义务以外的任何目的。同样，分包商不得将从承包商处收到的此类艾件、数据和其他信息用于执行本合同项下的工程或履行分包合同所需的其他工程和服务以外的任何目的。

The obligation of a party under paragraph above, however, shall not apply to that information which:
但是，一方根据上文条款承担的义务不适用于下列信息：

Can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly from the other party hereto; or
a.可证明在披露时该方已拥有，且之前未直接或间接从另一方获得；或

Otherwise lawfully becomes available to that party from a third party
b.该方可从第三方合法获得

The above provisions shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Subcontract in respect of the execution of works thereof.
上述规定不得以任何方式修改本合同任何一方在分包合同日期前就执行本分同工程所作的任何保密承诺。

Article 35.Communication 沟通

All notifications, requests, instructions, documents and any other type of communication between the parties hereto shall be made in writing, except short notices and other communication not connected with the fulfillment of essential obligations from this Contract, including, but not limited to scheduling meetings between the parties.
双方之间的所有通知、请求、指示、文件和任何其他类型的通信均应以书面形式进行，但与履行本合同基本义务无关的短通知和其他通信除外，包括但不限于安排双方之间的会议。

Any notifications, requests, instructions, documents and any other type of communication between the parties shall be deemed to have been delivered
双方之间的任何通知、请求、指示、文件和任何其他类型的通信应视为已送达。

when hand-delivered to the other Party 's representative
当面交给另一方代表时

If delivered by commercial courier, post or sent by pre-paid registered post, at the time of delivery;
如果通过商业快递、邮递或预付邮费挂号邮寄，则在交付时

If made by successfully transmitted facsimile transmission, at the time of dispatch (provided that the receipt of such facsimile transmission is confirmed and that immediately after such dispatch, a copy thereof is sent by pre-paid registered post or commercial courier).
如果通过传真发送成功，则在发送时（前提是确认收到传真发送，并且在发送后立即通过预付费挂号信或商业快递发送副本）

Any document delivered by the subcontractor must include an editable English software version
分包商递送的任何文件，必须包含可编辑的英文软件版。

Article 36. Disputes争端

In case of a dispute in the course of executing the Subcontract, then each Party may give a notice of such dispute to the other Party, in which case the Parties shall attempt for the next fifty-six days to settle such dispute amicably before the commencement of arbitration. In case of failure in the mutual consultation, any of the two parties can bring the case to in accordance with the Rules of Arbitration of the International Chamber of Commerce in force at the date of applying for arbitration, which rules are deemed to be incorporated by reference in this clause.
如果在执行合包合同过程中发生争议，则每一方可向另一方发出此类争议的通知，在这种情况下，双方应在接下来的五十六天内尝试在仲裁开始前友好解决此类争议。如果双方协商不成，任何一方均可根据申请仲裁之日生效的国际商会仲裁规则提起诉讼，该规则 被视为通过引用纳入本条。

The language of the arbitration shall be English; the dispute shall be finally resolved in line with the

rules of arbitration institutions of Serbia, the tribunal shall consist of three arbitrators.
仲裁语言应为英语；争议应根据塞尔维亚仲裁机构规则最终解决，仲裁庭应由三名仲裁员组成。

The arbitration cost shall be borne by the party who lost the case. During the arbitration, both parties shall respectively fulfill their obligations and responsibilities according to the Subcontract
仲裁费用自败诉一方负担。在仲裁过程中，双方应根据分包合同分别履行各自的义务和责任

The Serbian laws are applicable to establishment, effectiveness, explanation, execution, and resolution of dispute related to the Subcontract.
塞尔维亚法律适用于与分包合同有关的争议的确立、效力、解释、执行和解决。

Article 37. Language 语言

Unless the Employer and/or General Contractor and the Contractor agree to use the local language, all Subcontract Documents, all correspondence, and communications to be given, and all other documentation to be prepared and supplied under the Subcontract shall be written in English and Serbian, and the Subcontract shall be construed and interpreted in accordance with English.
除非雇主和 / 或总包商和承包商同意使用当地语言，否则根据分包合同编制和提供的所有分包合同文件、所有信函相通信以及所有其他文件均应使用英塞双语书写，分包合同应按照该英语进行理解和解释。

If any of the Subcontract Documents, correspondence or communications are prepared in any language other than the governing language under paragraph above, the English translation of such documents, correspondence or communications shall prevail in matters of interpretation.
如果任何分包合同文件、通信或沟通是用上述段落规定的适用语言以外的任何语言编写的，则在解释时应以此类文件、通信或沟通的英文译本为准。

Article 38. Final provisions 最后条款

All the rights, obligations and liabilities of the Contractor and the Subcontractor not governed by this contract shall be governed by the applicable laws and regulations of the Republic of Serbia.
承包商和分包商不受本合同管辖的所有权利、义务和责任应受塞尔维亚共和国适用法律和法规的管辖。

In case that some provision of this Subcontract is invalid, i.e. not possible to be applied, such provision shall be immediately replaced by the new provision, which is legally valid, and formulated in such way to make it possible to achieve, in the greatest possible extent, the economic interest of both Parties which existed at the time of conclusion of this Subcontract. The same applies in case of any gaps in this Subcontract.
如果本分包合同的某些条款无效，即不可能适用，则应立即用新的条款取代该条款，该条款在法律上有效，以便其能够在最大程度上实现订立本分包合同时双方存在的经济利益。同样适用于本分包合同中的任何空白。

Other matters should be friendly negotiated, and preferably shall be determined and settled with additional terms of this Subcontract.
其他事项应友好协商，最好用本分包合同的附加条款确定和解决。

The Subcontract is made in 6 (Six) original copies, 3 (Three) for each Party. In case of any discrepancy, the English version of the Subcontract shall prevail.

分包含同一式六份，双方各执三份。如有任何不一致之处，应以分包合同的英文版本为准。

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Signature of Representative of the Contractor:

承包商代表签字

(Xu Yang, legal representative of CRSC INTERNATIONAL CO., LTD. OGRANAK BEOGRAD)

（徐杨，通号国际控股有限公司贝尔格莱德分公司法定代表人）

Signature of Representative of the Subcontractor:
分包商代表签字：

(Dubravko Potkrajac) (SOL Engineering d.o.o. 法定代表人/ legal representative of the Subcontractor